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CURRENT TOPICS.

WE PRINT elsewhere an order of transfer of fifteen actions from the list of Mr. Justice NORTH, and fifteen actions from the list of Mr. Justice STIRLING, to Mr. Justice KEKEWICH.

FROM an intimation which appears in the *Times*, it would seem that there is at length some chance of the Inns of Court stirring in favour of an alteration of the Long Vacation. The Benchers of the Middle Temple have, it is said, invited the other three Inns to join in a representation to the Lord Chancellor as to the desirability of shortening the vacation, and making it in future commence on the 1st of August, and end on the 1st of October, though it is suggested that the sittings should not begin before the 12th of October. So far as the courts are concerned, this would not involve any shortening of the period, though it would have the welcome effect of beginning the vacation at a more convenient time. Hitherto the apathy of the bar has been the great obstacle to change. If there is any truth in the above statement there may be a chance of the alteration which has been so long urged by the Incorporated Law Society being at length brought about. Whether the length of the vacation is affected or no, we ought at least get rid of those August days of court work.

THE COMPANIES ACT, 1898 (61 & 62 Vict. c. 26), provides (section 1, (2)) that an application thereunder may be made in the manner in which an application to rectify the register of members may be made under section 35 of the Companies Act, 1862. The last-named section enables an applicant to obtain the assistance of the court either "by motion in any of Her Majesty's superior courts of law or equity, or by application to a judge sitting in chambers." Notwithstanding the power thus conferred on the court of dealing with business of this description in chambers, the usual practice has been for appli

cations for rectification of the register to be made by motion. In *Duffin* v. *Mexican Gold and Silver Ore Reduction Co.* (W. N. 1890, p. 116), CHITTY, J., expressly stated this to be proper practice. We understand that on Monday last an originating summons under the new Act came before ROMER, J., in chambers, and that his lordship expressed his opinion that all such applications ought to be made by motion. It is certainly desirable that the fullest possible publicity should be given to proceedings which may affect the rights of persons dealing with a public company.

A POINT of some practical importance was decided by the Court of Appeal in *Grey* v. *Curtice* (reported elsewhere). Under the scale the purchaser's solicitor is entitled to charge for investigating title and for "preparing and completing conveyance," but it is not clear whether this includes the solicitor's charges for registering the memorial of a conveyance of land situated in a register county. The question arose in the above case and it appears that the practice in the taxing-masters' office has been not to allow extra costs for this work in cases where the scale fee is charged. Mr. Justice KEKEWICH adopted this practice and declined to allow an extra fee. It must be admitted that the words above quoted from Schedule I. to the General Order leave the matter doubtful. The conveyance is complete before registration, although it is not till after registration that the full effect is secured for it. Some little light is thrown on the question by rule 4 of the order, which says that the remuneration prescribed by the schedule is not to include (*inter alia*) fees paid on registrations. This refers to the office fees, and it would seem to follow that the scale charge is intended to cover the remuneration of the solicitor in respect of registration. So, at any rate, the Court of Appeal held in affirming the decision of KEKEWICH, J. There remains the anomaly that upon a transaction in a register county the solicitor will have to do more for his money than elsewhere, but this consideration was not, under the circumstances, likely to have much weight.

THE so-called "Shipway pedigree case," finally disposed of at the Old Bailey last week, revealed a series of frauds of a nature almost unparalleled in the annals of that court. As far as the cheating of Colonel SHIPWAY is concerned, the case is of little importance to the public. What is of the gravest importance is the wholesale destruction, falsification, and forgery of public documents and records to which the defendant pleaded guilty. In some quarters blame has been freely laid upon the parochial clergyman and the district probate registrars, who were imposed upon by this artful criminal and clever forger, and who were induced actually to sign certificates that his forgeries were genuine. In justice to these gentlemen, however, it must be said that not only were they misled by a person of quite exceptional ability, but also that persons of much higher position were equally deceived. Thus the Home Office was deceived; and a high official of the British Museum, an expert in ancient manuscripts, was induced to certify that some of the forgeries were genuine, and that he had considered the objections which had been put forward to their genuineness. It is certainly a most unsatisfactory state of things under which it is possible for a person to remove original wills from a probate registry, and insert forgeries in their places. The arrangements for the safe custody of these valuable documents are evidently very primitive and very ineffective. As for parish registers, the way in which they are kept in country parsonages and churches is notorious; and in many places any person with the necessary skill will find no difficulty in obtaining an opportunity of falsifying these to any extent he pleases. In a letter to the *Times* of the 24th of November, Mr. W. P. W. PHILLIMORE suggests that all England should be divided into eight or ten districts, and that in each district there should be founded a provincial record office. To this office should be removed all the registers, wills, &c., preserved in every parish and county forming the district. This suggestion is a valuable one. Whether it is adopted or not, however, it is high time that some steps should be taken to protect such documents from fire, burglary, and forgery, considering the enormous interests which often depend upon them.

THE QUESTION whether a bicycle is "ordinary luggage" of a passenger by a railway, so as to entitle him to have it carried (within certain limits of weight) free of charge upon his journey, has at length come before the High Court, and has been decided by CHANNELL, J., in favour of the railway company (*Britton* v. *Great Northern Railway Co.*). There can be little doubt as to the correctness of the decision. The Act of this particular railway company was passed in 1850, and it is beyond question that at that date no one would have suggested that the term "ordinary luggage" included such an article as a bicycle; and the same remark would apply to the Acts of most other railway companies. To define with precision the meaning of the expression would be impossible, and CHANNELL, J., wisely refrained from attempting to do so. He, however, expressed the opinion that the word luggage involved the idea of a package, something that can be carried in a box or a bag. That everything which can be so carried is not "ordinary luggage" is clear from the case of *Phelps* v. *London and North-Western Railway Co.* (34 L. J. C. P. 259), in which it was held that documents which a solicitor was carrying in his bag for use on behalf of his clients at a county court did not come within the description; BYLES, J., in that case, doubted whether a man's own deeds and securities could be called ordinary luggage, and thought that when the papers belonged to another person the case was still clearer. Again, in *Cubitt* v. *London and North-Western Railway Co.* (13 C. B. N. S. 818), a box of merchandize, and in *Great Northern Railway Co.* v. *Shepherd* (8 Ex. 30), a large quantity of ivory knife-handles packed in a carpet bag, were held not to be ordinary luggage. *Macrow* v. *Great Western Railway Co.* (L. R. 6 Q. B. 612) is another case in which property packed in a box was held to be outside the description, the property being a quantity of household linen. Perhaps the nearest case to that of the bicycle is *Hudston* v. *Midland Railway Co.* (L. R. 4 Q. B. 366), where a child's rocking-horse was held not to be "ordinary" or "personal" luggage. The result of the case is that no hard-and-fast line can be drawn; there are certain requirements which must be fulfilled—the luggage must be for the passenger's own use, and must be such as a person may be expected to require when on a journey or absent from home; but in addition to these requirements it must be "luggage" in the ordinary sense of the term. The word may not have a very definite meaning, but it is sufficiently precise to exclude in the judgment of unprejudiced minds a vehicle or locomotive machine of any kind.

APPEALS FROM county courts under the Workmen's Compensation Act, 1897, have again occupied the attention of the Court of Appeal. In *Smith* v. *The Lancashire and Yorkshire Railway Co.* the county court judge took a remarkable view of the application of the Act to the facts of the case, which were undisputed. The deceased man in respect of whose death the claim was made was a platelayer in the service of the railway company, and was sometimes employed to collect the tickets at a small station. After collecting all the tickets on the night in question, and just before the train was about to start, he stood on the footboard for the purpose of addressing a remark to an acquaintance in the train; the train moved off, and in getting off the footboard he fell and was caught between the train and the platform, and was killed. The judge found that the deceased got on to the footboard not for any object of the company, but "for his own pleasure." But having regard to the fact that his duties for the day were not ended, and that his employment was concerned with trains, the judge came to the conclusion that the accident which caused the death was "arising out of and in the course of the employment" of the deceased, within the meaning of section 1 (1) of the Act. The Court of Appeal reversed the decision, holding, as indeed seems obvious, that the accident did not, under the circumstances stated, arise out of the employment. In *Powell* v. *Brown* the meaning of the word "factory," as used in section 7 (1) of the Act, again came in question. The defendants

were a firm of builders, and the man whose widow made the claim was employed in arranging timber taken from the defendants' premises in a cart belonging to them and standing in the street near the entrance to their yard. A piece of timber on which the deceased was standing tilted and threw him on to the road, inflicting injuries from which he died. The question was whether the deceased was employed "on or in or about a factory" when the accident occurred. Judge COLLIER held that he was so employed, and the Court of Appeal agreed with this view. In doing so they relied on the word "about" as distinguished from "on or in," and as a word of larger import. Loading the timber on to the cart was a part of the business carried on at the defendants' yard or factory, and although it was not necessary to say that the cart was a factory, it does not seem to be stretching the words of the Act to hold that loading a timber merchant's cart with timber outside his yard is employment about a factory. Both the decisions referred to commend themselves to sound sense and shew due regard for the language of the statute.

CONSIDERING THE enormous volume of trade existing between England and Scotland, it seems very strange that the question raised last week before the Court for Crown Cases Reserved in *Reg.* v. *Ellis* has not been answered long ago. The question was whether a person who has obtained goods in England by means of a false pretence made in Scotland can be indicted in England for the offence. As far as the law is concerned, the question is the same if we substitute the name of any foreign country for Scotland in this question, which makes it the more surprising that the question has not been put to the courts before. It seems, however, that no direct authority exists, and very few reported cases are to be found which throw any light on the matter. If the court had decided that the English court had no jurisdiction to try the case, the decision would have been most discreditable to our law; but fortunately it was held that the court had jurisdiction, and the conviction was affirmed. The facts were simple: A. in Durham made false pretences to B. in Glasgow, in consequence of which B. sent goods from Glasgow, and delivered them to A. in Durham. Subsequently A. was indicted in Durham for the misdemeanour. A long and interesting joint judgment was delivered by the Lord Chief Justice and WILLS, J. The labour, however, which these learned judges must have devoted to their judgment seems almost wasted when the short, common sense, and convincing judgment of HAWKINS, J., is read. He says (in effect) that a false pretence is in itself no offence whatever against the criminal law. The crime is the obtaining of goods by means of a false pretence. Now, if A. makes a false pretence to B. in Glasgow, with the object of persuading B. to supply goods to him in Durham, A. must intend the false pretence to operate on the mind of B. continuously until the goods are actually obtained from him. A., therefore, should be treated as if he kept on repeating his false pretence until he gets hold of the goods. If we suppose that B. himself brings the goods to Durham, and hands them to A. in that county, without any fresh conversation taking place between them, B. acting entirely on the representation made to him in Glasgow, must not A. by his mere silence be considered to have repeated his representation just before obtaining possession of the goods? In such a case it would be revolting to good sense if A. could escape the consequences of his crime. There seems to be little difference in principle if B. sends the goods from Glasgow and they are delivered by his agent to A. This argument seems quite conclusive in the facts of the case. If, however, the goods had been delivered in Glasgow to A.'s agent, A. would apparently have obtained them in Glasgow, and the whole crime would have been completed in Scotland, and could only be dealt with in Scotland. Now, by the Sale of Goods Act, as a general rule, goods delivered to a carrier are deemed to have been delivered to the buyer. Therefore, if the goods had been sent by rail in the ordinary way from Glasgow to Durham, it would seem that the defendant would have obtained them in Scotland, the railway company being his agent to accept delivery of the goods, and the property in the goods passing to the defendant on such delivery. In such a case, it is submitted, the defendant could not be tried in Durham. In the recent case, however, it was shewn that some of the goods were delivered to the prisoner in Durham by the prosecutor's own agent, so the difficulty did not arise.

AN IMPORTANT question was raised lately before the magistrate at the West London police-court as to the right of a private individual to institute proceedings for the breach of a bye-law. The London County Council has made certain bye-laws for the suppression of nuisances in the metropolis, which came into force on the 1st of October last. Probably the most valuable of these—one which supplies a long-felt want, and for which hundreds of light sleepers ought to be grateful—is that which provides that "no person shall keep within any house, building, or premises any noisy animal which shall be or cause a serious nuisance to residents in the neighbourhood." It is further provided that no proceedings to enforce the penalty of forty shillings for an offence against this bye-law shall be taken until after the expiration of a fortnight from the service upon the offender of a notice alleging the nuisance, and signed by at least three householders residing within hearing of the animal. Now, most bye-laws made by local bodies are aimed at nuisances which affect the public in general, or at any rate a large number of persons. The nuisance which this particular bye-law is intended to suppress is one which, as a rule, can only affect very few persons, and which can hardly be said to concern the public. It is also one which the officers of the county council cannot easily discover for themselves, and which, unlike other nuisances, is only forbidden where certain persons object, and not absolutely. It is clear, therefore, that unless the persons annoyed can of themselves lay an information against an offender, they are very unlikely to get any relief; and the bye-law, from which so much is expected, would become inoperative by reason of the unavoidable difficulty there would be in getting the county council to institute proceedings. In the recent case under this bye-law proceedings were taken by a private individual. It was urged in defence that the county council alone could set the law in motion against an offender. The magistrate, however, having taken time for consideration, decided that the information was rightly preferred by a private individual, and convicted the defendant. This decision was arrived at on the authority of *Reg.* v. *Stewart* (44 W. R. 368; 1896, 1 Q. B. 300), which decides that a private person may prefer an information under the Diseases of Animals Act, 1894, and the orders made thereunder. In that case KAY, L J., said, "*Primâ facie* there is no doubt that anybody may take proceedings to recover a penalty. That is an old rule and is well established. The Act now under consideration in terms provides that penalties shall be imposed for certain acts, and that those penalties shall be regarded as though they were penalties incurred under the Summary Jurisdiction Acts. In order to prevent the application of the general rule, it must be shewn that the Act in plain terms prevents anyone, except certain specified persons, from prosecuting for offences under the Act." Now, the new bye-law of the London County Council is framed under the powers conferred by the Municipal Corporations Act, 1882, and the Local Government Act, 1888. In neither of these Acts does there appear to be anything which, expressly or impliedly, enacts that proceedings for offences against bye-laws can be instituted only by the local authority which has made the bye-laws. This being so, the words of the Lord Justice seem to apply exactly, and the decision of the magistrate is clearly right.

IT IS WELL established that encroachments made by a tenant upon land adjacent to his holding are presumed to be made for the benefit of his landlord, and he cannot gain a possessory title to the land thus taken in unless he rebuts the presumption by shewing that he intended at the time to hold the encroachments for his own benefit: see *per* PARKE, B., in *Doe* v. *Rees* (6 C. & P., p. 610). The encroachment, said WILLES, J., in *Whitmore* v. *Humphries* (L. R. 7 C. P. 1) is deemed to be made by the tenant "as tenant, as an addition to his holding, and consequently for the benefit of his landlord, unless it is made under circumstances shewing an intention to hold it for his own benefit alone, and not as part of his holding under the landlord." And for this purpose the land encroached upon need not be adjacent

to the demised premises. The presumption applies even where it is situated at a distance, provided that the tenant was enabled by his tenancy to occupy it. "It is not necessary," said WILLES, J., in *Earl of Lisburne* v. *Davies* (L. R. 1 C. P., p. 268), "that the encroachment should be conterminous with the holding. It is enough if it is so near that, by reason of its nearness, the tenant gained the opportunity of making it, and the landlord might have tacitly acquiesced in it." But it is obvious that the separation of the encroachment from the holding introduces a new element into the matter. There is greater difficulty in assuming that the encroachment was associated with the tenancy so as to raise a presumption in favour of the landlord, which it it is for the tenant, if he can, to rebut. In the recent case of *Lord Hastings* v. *Sadler*, which was an appeal from the county court of Northumberland, one JOHN EWEN was tenant under the plaintiff of St. Mary's Island and a house thereon. He was also in possession without title of two plots of ground belonging to the plaintiff on the mainland, the one near the cliff and the other half-a-mile inland. The one near the cliff he obtained possession of from the previous tenant of the island before his own tenancy began; the other he acquired between 1872 and 1874, during his own tenancy. There was no evidence that either plot was used in connection with the island. The county court judge directed the jury that there was a presumption that possession was taken on behalf of the landlord, and that the question for them was whether there was evidence of acts on EWEN's part to rebut the presumption. The Divisional Court (Lord RUSSELL, C.J., and WILLS, J.) held that this was a misdirection, and that it should have been left generally to the jury to say whether the occupation of the plots was an extension of the *locus* of the tenancy, or whether it was adverse to the landlord for the purpose of the Statute of Limitations. Under the circumstances, it would probably have been a hardship to the tenant to allow the usual presumption to be raised. The case is distinguishable from an ordinary case of encroachment upon adjoining unenclosed land with reference to which the presumption properly arises. But in intermediate cases it will be difficult to say whether the landlord is to be entitled to the benefit of the presumption, or whether the question of the intention of the occupation is to be left generally to the jury.

THE LITIGATION between the Kent County Council and the Sandgate Urban District Council ended its devious course in the House of Lords on the 25th ult. Although no serious question of law was at issue between the parties, the case has had a somewhat interesting history, and has led, during its progress, to legislation passed at the instance of the Local Government Board. The main question was as to the liability of the county council to contribute to the expenses of maintaining and repairing a sea-wall and esplanade which flanks the main road between Folkestone and Hythe. The road itself was a main road within the meaning of the Highways and Locomotives Act, 1878, and, consequently, would have become repairable by the county council under section 11 (1) of the Local Government Act, 1888, had not the urban authority claimed, under subsection 2 of that section, to retain the duties of its maintenance and repair so far as it was situate within their district. The result of their making such a claim was that the county council were liable, under the same sub-section, to make an annual payment to the district council towards the costs of the maintenance and repair and reasonable improvement of the road. In default of agreement as to the amount of the contribution, the Act provided (section 11 (3)) that it should be determined "by arbitration of the Local Government Board." While not disputing their liability to contribute to the cost of the maintenance and repair of the ordinary road, the county council contended that the sea-wall and esplanade were not part of the road, and that the liability did not extend to their maintenance. The amount of the contribution could not be settled until this question was disposed of. The arbitrator appointed by the Local Government Board decided that the sea-wall and esplanade were necessary to the protection of, and formed part of, the road, and fixed the contribution on this basis. On an application for a *mandamus* to him to state a case for the opinion of the court, it was held that the arbitration was governed by the Arbitration Act, 1889, and that he was bound to do so: *Re Kent County Council and Sandgate Local Board* (43 W. R. 652; 1895, 2 Q. B. 43). In view of this decision the Local Government (Determination of Differences) Act, 1896, was passed. This Act enables the board to determine questions under section 11 of the Act of 1888, "either as arbitrators or otherwise" at their option, and thus gets rid of the necessity to state a case. That Act did not, of course, affect pending proceedings, and the case was duly stated by the arbitrator and came before CAVE, J., who held that the arbitrator was right as to the *status* of the sea-wall and esplanade. The Court of Appeal reversed this decision (61 J. P. 517). The House of Lords have now restored it, considering that a construction in the absence of which a road would be washed away (as was the case here) must be treated as a part of the road itself. The submission to arbitration was made in the autumn of 1893; the proceedings have therefore been protracted, but the question was no doubt one of serious importance to the local authorities concerned.

BY THE DEATH of Mr. J. P. ASPINALL, Q.C., the Admiralty Court has lost a very distinguished ornament, and a vacancy has occurred within the bar which it will be difficult to fill. As Sir FRANCIS JEUNE aptly said, "Mr. ASPINALL became one of the most distinguished leaders of the Admiralty Court, and followed in that position a line of very distinguished predecessors, amongst whom he always fairly ranked as one of the best." By those who knew him his genial disposition and kindness of heart will always be remembered.

THE LIABILITY OF A MORTGAGEE OF LEASEHOLDS.

THE Court of Appeal have upheld the decision of CHANNELL, J., in *Bonner* v. *Tottenham, &c., Building Society*, and have thereby affirmed the practice under which a mortgage of leaseholds is taken by way of sub-demise for the purpose of protecting the mortgagee from personal liability in connection with the premises. By lease, dated in April, 1882, MOORE demised premises to the plaintiffs for a term of 99 years at the yearly rent of £20. In April, 1889, the plaintiffs assigned the premises for the residue of the term to PRICE, who covenanted to pay the rent of £20 and to indemnify the plaintiffs therefrom. In October, 1889, PRICE mortgaged the premises to the defendants by sub-demise for the remainder of the term except the last day, and the mortgage contained an agreement by PRICE that he would on demand by the mortgagees do all things necessary for conveying to them the outstanding day. The mortgagees covenanted with PRICE that, if they went into possession and received the rents and profits, they would pay the rent of £20 reserved by the lease of April, 1882. In November, 1891, PRICE became bankrupt, and about the same time the mortgagees went into possession, and received the rents and profits. They failed, however, to pay the head rent of £20, and the plaintiffs, as original lessees, were called upon to pay it, and paid it. Thereupon, they sought to recover the amount from the mortgagees. There being no privity between the parties the plaintiffs failed at the trial before CHANNELL, J., and have now failed in the Court of Appeal.

It is, of course, familiar law that the successive assignees of a lease are bound to indemnify the original lessee against breaches of the covenants of the lease. The nature of this obligation was considered in *Moule* v. *Garrett* (L. R. 5 Ex. 132, 7 Ex. 101). There A. was lessee of premises under a lease containing a covenant to keep in repair. He assigned his interest to B., who assigned to C. The assignments from A. to B. and from B. to C. in each case contained express covenants by the assignee to indemnify the immediate assignor against breaches of covenant. While C. was in possession he committed breaches of the covenant to keep in repair, in respect of which the lessor recovered damages against A. Apart from the express covenants for indemnity, it was probable upon the previous cases that A. would have his remedy over against C. The rule was explained by DENMAN, C.J., in *Wolveridge* v. *Steward* (1 Cr. & M., pp. 659, 660). There is a duty, he said,

on the part of each successive assignee during the continuance of his interest to pay the rent and perform the covenants. This duty arises from the mere relation of the parties, for the effect of the assignment is that the lessee becomes a surety to the lessor for the assignee, who, as between himself and the lessee, is the principal, bound, whilst he is assignee, to pay the rent and perform the covenants running with the estate; and the surety after paying the debt, or discharging the obligation to which he is liable, has his remedy over against the principal.

But the rule as thus laid down was not necessary for the decision in *Wolveridge* v. *Steward*, and, as regards assignees subsequent to the first, it was only referred to as the probable result of the situation of the parties. In *Moule v. Garrett*, therefore, there were two points to be considered—first, whether the lessee could have recovered from the subsequent assignee upon an implied obligation of indemnity; and next, whether this implied obligation was excluded by the express covenants of indemnity. In the Court of Exchequer the majority (CHANNELL and PIGOTT, BB., CLEASBY, B., *diss.*) answered the first question in the affirmative, and the second in the negative. Hence A.'s action was well brought against C. It is only reasonable to hold, it was said, that the liability of the lessee is as a surety for the assignee, and that there is an implied promise on the part of each assignee to indemnify the lessee against liability for breaches of covenant whilst he is assignee. And this being the result of the relation of the parties, it was not excluded by the different obligations raised upon the covenants of indemnity.

The above decision was affirmed in the Exchequer Chamber by a court which included COCKBURN, C.J., and WILLES, BLACKBURN, and BRETT, JJ. COCKBURN, C.J., gave two reasons for his decision. Each assignee, he said, must be taken to acquire the estate subject to the discharge of all the liabilities which the possession of that estate imposed under the terms of the original lease, and to so acquire it, not merely as regards his immediate assignee, but also as regards the original lessee. But as a preferable reason he suggested that, since the premises were in the possession of C. as the ultimate assignee, he was the party whose duty it was to perform the covenants relating to the premises. It was his duty to keep in repair, and by his default the lessee, though he had parted with the estate, became liable to make good to the lessor the conditions of the lease. The damages, therefore, arose through C.'s default, and the general proposition applied, that where one person is compelled to pay damages by the legal default of another, he is entitled to recover the sum so paid from the person by whose default the damage was occasioned. In support of this proposition he quoted as follows, from Leake on Contracts (p. 56): "Where the plaintiff has been compelled by law to pay, or, being compellable by law, has paid money which the defendant was ultimately liable to pay, so that the latter obtains the benefit of the payment by the discharge of his liability; under such circumstances the defendant is held indebted to the plaintiff in the amount." Whether the liability was put upon the ground of an implied contract or of an obligation imposed by law was indifferent. There was in either case a duty which the law would enforce.

The reference in the judgment of COCKBURN, C.J., to C.'s possession of the premises and his consequent duty to perform the covenants lends some colour to the contention that in such a case as *Bonner* v. *Tottenham, &c., Building Society* the possession of a sub-lessee under an assignee will make him liable to the original lessee for default in the performance of the covenants, and the contention was strengthened in this particular case by the circumstance that the sub-lessees—that is, the mortgagees—had entered into an express engagement with the mortgagor to pay the rent reserved by the lease. But neither the possession of the premises nor the undertaking to pay the rent were enough to make the sub-lessees liable directly to payment of the rent, and hence their failure to pay was not such a legal default as to come within the principle of *Moule* v. *Garrett*. It is, of course, well settled that a sub-demise, though accompanied by possession, carries with it no obligation that can be enforced directly by the lessor, and without this the reasoning which is really at the basis of the decision in *Moule* v. *Garrett* fails. The *ratio decidendi* in that case has been expressed by A. L. SMITH, L.J., on the present occasion as follows: If A. is compelled to pay B. damages which C. is also compellable to pay B., then A., having been compelled to pay B., can maintain an action against C. for money so paid, for the circumstances raise an implied request by C. to A. to make the payment. Hence there is the obligation on C. to indemnify A. The foundation of the liability as between C. and A. is that C. is under a legal liability to pay the amount in question, and that A. is under the same liability, though as between the two the liability ought to fall on C. But the under-lessee is under no direct liability to the lessor to pay the rent. The lessor can compel him to pay it indirectly by distress or by threatening re-entry, but no personal claim can be made. In the absence of common liability between the lessee and the assignee's under-lessee the application of the rule in *Moule* v. *Garrett* fails. Hence in the present case the lessee had no remedy against the mortgagees.

ESTATE DUTY.

THE interpretation of the provisions of the Finance Act, 1894, continues to occupy the courts, the latest case being *Attorney-General* v. *Earl Grey* (47 W. R. 37; 1898, 2 Q. B. 534), in the Court of Appeal. The facts in that case were shortly as follow: By deed dated the 19th of October, 1885, HENRY Earl GREY granted and assigned to the defendant the family estate and his personal estate, subject, first, as to all the hereditaments (other than the mansion-house and its appurtenances, which were to be held in trust for HENRY to occupy and enjoy during his life), to an annual rent-charge thereout in favour of HENRY of £4,000; secondly, as to the mansion-house and certain personal property, to the beneficial interest of HENRY under the trust aforesaid; thirdly, to a covenant by the defendant to pay at HENRY's death all his funeral and testamentary expenses, and also all his debts to the full exhaustion of all HENRY's property real and personal; fourthly, to a conditional power of revocation by HENRY (see 1898, 2 Q. B., at p. 542). By deed dated the 26th of September, 1894, HENRY Earl GREY, two weeks only before his death, which occurred upon the 9th of October, in consideration of £5,000 paid him by the defendant, released to him the rent-charge of £4,000 a year, and also the power of revocation contained in the last-named deed. The Crown claimed that estate duty under the Finance Act, 1894, became due on the principal value (less the value of incumbrances) of the whole of the property comprised in the deed of the 19th of October, 1885, as passing on the death of HENRY Earl GREY within the meaning of sections 1 and 2, sub-section 1 (*c*), of the Act.

This is the enactment aimed at gifts *inter vivos* less than twelve months before death, which A. L. SMITH, L.J., commented on in his judgment in *Attorney-General* v. *Beech* (46 W. R. 435; 1898, 2 Q. B. 147, p. 153), where he says, "The Attorney-General . . . stated that, if we decided against him, we should knock the bottom out of the Finance Act, for he argued that our judgment would permit any tenant for life upon his death-bed to surrender his life estate to the remainderman, and thus defeat the duty. He argued that section 2, sub-section 1 (*c*), of the Finance Act . . . which incorporates section 2—[*sic*, apparently in error for section 38, sub-section 2]—of 44 Vict. c. 12, as amended by 52 Vict. c. 7, s. 11, sub-section 1, and which is amended by section 2, sub-section 1 (*c*), of the Finance Act, did not apply to this case. That section 2, sub-section 1 (*c*), is a very remarkable piece of legislation no one can deny, and if what the Attorney-General says is the effect of it, the Legislature, by the circuitous route it has adopted, has obviously failed to carry out its object," but as the Lord Justice thought that the true construction of "this composite section" was immaterial in that case, he gave no opinion there as to its true construction. It will be remembered that the decision of the Court of Appeal in *Beech's case* was that upon the death of a life tenant of settled property who, more than twelve months before his death, had absolutely surrendered his life interest to the remainderman, the property was not liable to estate duty under the Finance Act (see 42 SOLICITORS' JOURNAL, 464).

At the time of the hearing in the Divisional Court of *Attorney-General* v. *Earl Grey* (46 W. R. 251; 1898, 1 Q. B. 318) the

defendant's counsel thought he was precluded by that court's decision in *Beech's case* (46 W. R. 44; 1897, 2 Q. B. 535) from contending that the deed of release of the 26th of September, 1894, operated to merge the rent-charge in the fee, and to extinguish *pro tanto* the liability to duty, and consequently admitted liability to that extent (see 1898, 1 Q. B., at pp. 322, 323), but on appeal in *Earl Grey's case*, the first decision in *Beech's case* having been in the meantime reversed, the only liability admitted was to estate duty in respect of the mansion-house. The whole question turned upon the construction to be given to section 2, sub-section 1 (*c*), of the Finance Act, and A. L. SMITH, L J., pieced together so much of that "composite" enactment as seemed material to him for the purpose. And this was his reading of the material part of the statutes: "The real, personal, or movable property to be included in an account shall be property of the following descriptions—namely, (*a*) Any property . . . taken under a disposition . . . made by a person dying after the 1st of August, 1894, purporting to operate as an immediate gift *inter vivos* . . . which shall not have been *bonâ fide* made twelve months before the death of the deceased, or property taken under any gift whenever made—*i.e.*, whether made within or without twelve months before death, of which property *bonâ fide* possession and enjoyment shall not have been assumed by the donee immediately upon the gift and thenceforward retained to the entire exclusion of the donor or of any benefit to him by contract or otherwise" (1898, 2 Q. B., at p. 540), and he explained the meaning thus, "if there be a gift, no matter when made, of property *inter vivos*, then the property must be included in an account, and therefore liable to estate duty, unless the donee has *bonâ fide* assumed possession and enjoyment of the property immediately upon the gift, and has thenceforward retained the possession and enjoyment thereof to the entire exclusion of the donor; or if he has taken and retained the possession to the entire exclusion of the donor, then that [*sic*] this possession and enjoyment has been without any benefit by contract or otherwise to the donor. To escape estate duty both these events must concur" (*ib.*, p. 541).

Clause (*a*) of the original legislation as incorporated in the Finance Act, thus interpreted, was, in the view taken by A. L. SMITH and RIGBY, L JJ., obviously fatal to the defendant's contention. The gift, they thought, complied with none of the requirements of a gift that escaped duty under clause (*a*), except of course the time requirement, and was therefore liable in its entirety to estate duty, and they would not determine whether clause (*c*), on which the Crown had relied in the first place, applied to the case or not. Clause (*c*) comprises property passing under a settlement whereby a life interest or a right of restoration is reserved, and the judgment of the Divisional Court for the Crown had been founded on both clauses (*a*) and (*c*).

VAUGHAN WILLIAMS, L.J., would appear to have been more impressed than the other members of the court with the difficulties in the way of the Crown. He notices that the deed of 1885 was suggested not to be a settlement within clause (*c*) as incorporated in the Finance Act, and controlled by the definition in section 22 of that Act, which imports the definition in section 2 of the Settled Land Act. Then, as to clause (*a*), he favours the view that the rent-charge was "not part of the property included in the gift, but an estate prior to and overriding the gift." He, however, held that the covenant for the payment by the donee of the donor's debts amounted to a reservation of an interest, on the authority of *Crossman* v. *Reg.* (35 W. R. 303, 18 Q. B. D. 256), and therefore that the gift was of property of which the donee did not assume possession and enjoyment to the entire exclusion of any benefit to the donor, and on that ground concurred in the judgment.

In regard to the construction of the Finance Act, VAUGHAN WILLIAMS, L.J., made some weighty observations, which should be read in connection with the passages on the same subject in the judgments of the Court of Appeal in *Beech's case* (1898, 2 Q. B., at pp. 150, 155). He said: "You have no right in the construction of that Act to say . . . that in a particular case property is subjected to estate duty, although such property does not fall within the words of the Act imposing the duty if construed literally, because the whole gist and scope of the Act leads to the inference that it is impossible that property of the character in question should have been intended by the Legislature to be excluded from liability to the duty imposed by the statute, and you have no right to refuse to give effect to a definition in the Finance Act on the ground that the context requires that a different meaning should be given to the words, the subject of the definition, from that contained in the definition, if the only ground for refusing to give to the word the meaning according to the definition is that so to do would be to defeat what appears to be the general intention of the Act of Parliament (1898, 2 Q. B., pp. 545, 546)."

REVIEWS.

PATENTS, DESIGNS, AND TRADE-MARKS.

THE LAW AND PRACTICE UNDER THE PATENTS, DESIGNS, AND TRADE-MARKS ACTS, 1883 TO 1888. By W. N. LAWSON, Barrister-at-Law, Recorder of Richmond. THIRD EDITION. By the Author, assisted by C. SHARP and M. D. WARMINGTON, Barristers-at-Law. Butterworth & Co.

As we have already expressed a very favourable opinion of this work on two previous occasions, it seems necessary to say little more of this, the third edition, than that it more than maintains the originally high standard of the work. The steady growth of decisions is attested by the increase of the book by more that a hundred pages, notwithstanding that many pages are in small type, while the anxiety of the author and his assistants to be fully up to date is evidenced by the introduction of three pages of addenda. As must be already well known, the method adopted is that of annotating the Acts of Parliament, instead of compiling a treatise, but the notes are so full that a reader can seldom fail to find any point elucidated. Thus the note to section 5 covers 23 pages, that to section 18 nearly as many, that to section 25 the same, while that to section 29 extends over more than 80, and that to section 30 over 70 pages. It is apparent throughout that the profession are here presented with the fruits of the author's own long and wide experience, and it is interesting to observe that one of his assistants bears the name of one of the best known leaders of the equity bar.

TORTS.

OUTLINES OF THE LAW OF TORTS. By RICHARD RINGWOOD, M.A., Barrister-at-Law. THIRD EDITION. Stevens & Haynes.

This work, which is based upon a course of lectures delivered by the author as lecturer to the Incorporated Law Society, contains a well-arranged and very readable statement of the law of torts. That Mr. Ringwood has studied brevity is clear from the fact that he has brought his matter within the limits of 267 pages. In a treatise of this kind brevity combined with clearness is a great recommendation, and in both respects the work deserves praise. Of recent law which has been incorporated the most conspicuous features are the doctrine of *Allen* v. *Flood* (46 W. R. 258; 1898, App. Cas. 1), and the Workmen's Compensation Act of last year. *Allen* v. *Flood* is discussed in the chapter on Malicious Injuries, and its bearing on those cases in which malice is still an element in deciding the litigation is pointed out. Such cases are exceptional, and it is now clear, as Mr. Ringwood states, that the existence of a bad motive, when the act complained of is not itself illegal, will not make that act a civil wrong for which reparation is due. The Workmen's Compensation Act has been printed in full, with a statement of its effect prefixed. The chapters on Negligence and on Fraud and Deceit—to select two by way of example—contain a careful presentment of their respective subjects, and the leading cases are very clearly stated. As an "outline"—which is all it purports to be—the book is excellent.

BOOKS RECEIVED.

A Treatise on the Law Relating to Debentures and Debenture Stock issued by Trading and Public Companies and by Local Authorities. With Forms and Precedents. By PAUL FREDERICK SIMONSON, M.A. (Oxon), Barrister-at-Law. Second Edition, Revised. Effingham Wilson; Sweet & Maxwell (Limited).

The subject for the Yorke prize at the University of Cambridge for the year 1900 is "The History of the Legislation respecting Real and Personal Property in England since the Queen's Accession." Candidates must be graduates of the university who are not of more than seven years' standing from admission to their first degree on the 1st of December, 1900. The essays are to be sent to the Vice-Chancellor before the said 1st day of December.

CASES OF THE WEEK.

Court of Appeal.

Re **BAILWAY TIME TABLES PUBLISHING CO. (LIM.).** No. 2. 18th Nov.

COMPANY—WINDING-UP—DEBT DUE FROM COMPANY—ISSUE OF SHARES AS FULLY PAID UP IN SATISFACTION OF DEBT—SHARES FACT NOT FULLY PAID UP—FAILURE OF CONSIDERATION—ASSIGNMENT OF DEBT—ASSIGNEE A MEMBER OF THE COMPANY—RIGHT OF PROOF—DELAY—INTEREST ON DEBT.

This was an appeal from a decision of Kekewich, J., who had refused with costs the appellant's application that he might be at liberty to prove in the winding-up of the Railway Time Tables Publishing Co. (Limited) for a sum of £2,840, with interest thereon at the rate of 10 per cent. per annum from the 30th of July, 1890. In 1890 the company was indebted to one Henry Hoare in the sum of £13,400, which was secured as to £1,600 by 6 per cent. debentures, and as to £6,240 by 10 per cent. debentures, granted by the company. In 1890 the appellant, Thomas Abercrombie Welton, agreed, at the request of Hoare, for whom he acted in matters of business, to allow (amongst other shares) 1,680 preference shares of £5 each in the company to be registered in his name, and the shares were so registered accordingly. Welton had no beneficial interest in those shares, or in the company, his sole connection with it being as nominee of Hoare. The shares, which were issued, pursuant to an agreement between the company and Hoare, in part satisfaction of Hoare's debt, purported to be issued as fully paid. Debentures to the nominal amount of £5,000 were issued to Hoare in satisfaction of the balance of his debt, and the debentures for £1,600 and £6,240 were surrendered to the company. At that time no part of the principal sums secured by those debentures was due and payable by the company. In March, 1892, the company went into voluntary liquidation. On the 14th of June, 1893, by an order made in the winding up, Kekewich, J., settled Welton upon the list of contributories in respect of the 1,680 preference shares. The learned judge proceeded upon the ground that the debentures surrendered to the company were not due and payable by the company at the time of the surrender, and he held that 1,112 of the shares were fully paid, 567 wholly unpaid, and one paid up to the extent of £2 10s. In the practical working out of this order it was treated as deciding that 568 shares were wholly unpaid, the liability thus amounting to £2,840. Calls were afterwards made upon the shares, and Welton had already paid £1,560 upon them. Hoare had become bankrupt, and was unable to indemnify Welton, who now applied by summons for leave to prove in the winding up of the company for a sum of £2,840, with interest at 10 per cent. The assets of the company were sufficient to pay all its debts and the costs of the winding up, and to leave a balance. With reference to Welton's delay in putting forward his claim, it was explained at the bar that it was only after the decision of the House of Lords in the case of *Welton* v. *Saffery* (45 W. R. 508; 1897, A. C. 299) that his liability on the shares registered in his name was finally ascertained. On the 3rd of November, 1897, Hoare's trustee in bankruptcy assigned to Welton the benefit of all claims which Hoare might have against the company, for the amount of the debentures surrendered to the company or otherwise, together with the interest thereon. Kekewich, J., holding that the question was covered by *Re Addlestone Linoleum Co., Benson's case* (36 W. R. 227, 37 Ch. D. 191), dismissed Welton's summons with costs. Welton appealed. On his behalf it was contended that the cases of *Re Government Security Fire Insurance Co. (Limited), Mudford's Claim* (28 W. R. 670, 14 Ch. D. 634) and *Re Great Australian Gold Mining Co., Ex parte Appleyard* (30 W. R. 147, 18 Ch. D. 587) established the right of proof claimed by the appellant, and were not inconsistent with *Re Addlestone Linoleum Co. (ubi supra)* and *Houldsworth* v. *City of Glasgow Bank* (28 W. R. 677, 7 App. Cas. 317).

THE COURT (LINDLEY, M.R., and CHITTY and VAUGHAN WILLIAMS, L.JJ.) varied the order of Kekewich, J., by allowing the claim as to the principal sum of £2,840, but held the appellant not entitled to interest.

LINDLEY, M.R., said: I do not think that, when the facts of this case are really understood, there is much difficulty in seeing what the rights of the parties are. I do not wish to make any further observations on *Re Government Security Fire Insurance Co. (Limited), Mudford's Claim (ubi supra)* and *Re Great Australian Gold Mining Co., Ex parte Appleyard (ubi supra)*, than I have made before in the case of *Re Addlestone Linoleum Co., Benson's case* (36 W. R. 227, 37 Ch. D. 191, 203); and I do not think that there is any difficulty in applying the law to the facts of the present case. Let us see what the law is. Here is a company being wound up—I am going to state the facts in my own way—and here is a claimant, Mr. Hoare, who was a creditor for £13,400. Of that sum of £13,400 there was a professed payment, which, if really a payment in full, was a satisfaction of the debt. It was not a payment in money, but what we may call an accord and satisfaction; and part of what was given in satisfaction was a certain number of fully paid up preference shares. I say fully paid shares, because that is obviously what the transaction was intended to be. Now, it so happens that instead of getting 1,680 fully paid preference shares he really did not, he got only 1,112. What, then, is the consequence of that fact? In my opinion the consequence is that, to the extent of £2,840, he has really never been paid at all. The question which we have now to consider is, Is there any reason in the world why he should not prove against this company for that unpaid balance? Supposing that Hoare had not become bankrupt, and that there had been no assignment by him to Welton, so that Welton would have been altogether out of the case; then, subject to the question what is the effect of the fact that Hoare's claim is made after the 20th of July, 1892, the day fixed for sending in claims, and after the master's certificate of debts has been made—subject to that, I should have thought that there was no answer at all to his claim to prove against the existing assets in the liquidator's hands. I do not see any answer at all to it. Let us look at the answer suggested on behalf of the liquidator. The answer given is this, that Mr. Welton is the holder of certain shares in the company; that Mr. Welton is the assignee of Mr. Hoare's claim; and that, therefore, by reason of the provisions in the Companies Act, 1862, which prevent people from proving against a company in competition with their own creditors, Mr. Welton, as a member of the company, has no right to prove in respect of Hoare's claim. Now, is that true? Where is the statutory enactment, on the principle of law, which compels us to ignore the facts of this case and to hold that because Mr. Welton is a member of this company he cannot be regarded and treated as the transferee of Hoare's claim? He takes the present proceedings in a totally different capacity from that of a member of the company. He is not suing the company, or claiming to prove against it, in respect of anything due to him as a member of it. That is not the nature of his claim at all. On the contrary, he alleges that he is the assignee of Mr. Hoare's debt, and he claims simply in respect of that. As I have said, I do not see any answer at all to that. As to the observations made by the learned judge, and the view he took that the claim here made was inconsistent with Welton's position as a member of the company, I am not impressed by that aspect of the case, and I do not think there is any way of meeting the claim. Mr. Renshaw has suggested that because some of the shares issued were in fact fully paid, and because, moreover, debentures were issued, you cannot treat what has happened as a failure of consideration. Therefore we come back to the broad proposition I have already stated. There is a man who was a creditor for £13,400. He has not been paid in full, and therefore there has been a failure of consideration, and Mr. Welton is now suing as his assignee. Mr. Welton has made a claim for interest at 10 per cent. How he is to get that I cannot conceive, unless it is by calculating interest at the rate which was payable on some of the debentures surrendered to the company in 1890, which does not appear to me to be admissible. The case simply stands thus. Mr. Hoare was a creditor of the company for a sum of £13,400. There was no bargain that he should receive interest at the rate of 10 per cent., or at the rate of 6 per cent., or indeed that he should receive any interest at all. Therefore, if he is to get interest he must bring himself within the statute which enables juries, in certain cases, to give interest by way of damages. That, as it seems to me, he cannot do; the statute does not apply to his case, and he is not entitled to any interest at all. What would have been the result, if he had been entitled to interest, of his long delay in bringing in his claim, it is, therefore, not necessary for us to say. My view is that in point of law he is not entitled to claim any interest. As to the costs of these proceedings, what he asks by his summons is a relief which the court could not possibly assent to, because the summons asks that, "notwithstanding the time limited for making claims has expired, he may be at liberty to make and establish his claim as a creditor of the said company for the sum of £2,840, with interest thereon at the rate of 10 per cent. per annum as from the 30th of July, 1890." That, I think, is obviously wrong, so far as the claim for interest is concerned. It appears to me the right order as to costs is that Mr. Welton is to have no costs at all, either of the proceedings in the court below or of the appeal, and that the liquidator is to have his costs out of the estate. An order will be made accordingly.

CHITTY and VAUGHAN WILLIAMS, L.JJ., delivered judgment to the same effect.—COUNSEL, *Eve*, Q.C., and *Martelli*; *Renshaw*, Q.C., and *F. Whinney*. SOLICITORS, *Slaughter & May*; *C. T. Whinney*.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

SMITH *v.* **LANCASHIRE AND YORKSHIRE RAILWAY CO.** No. 1. 26th Nov.

EMPLOYERS' LIABILITY—"ACCIDENT ARISING OUT OF AND IN THE COURSE OF THE EMPLOYMENT"—WORKMEN'S COMPENSATION ACT, 1897, s. 1, SUB-SECTION 1.

This was an appeal from the decision of the judge of the Colne County Court on proceedings taken under the Workmen's Compensation Act, 1897, to recover compensation for accidental injuries suffered by a workman in the course of his employment, and resulting in his death. The deceased was a platelayer in the employment of the defendant railway company, and he was sometimes employed as a ticket collector. On the day of the accident he had collected the tickets from a train, and after the train had started he got on to the footboard to speak to a lady passenger. In getting off the footboard he caught his foot and fell, and was crushed between the platform and the train and was killed. The county court judge found that the deceased got on to the footboard not for any object of the defendants, but only for his own pleasure. The judge held that the case came within the Act, and awarded compensation to the widow of the deceased. The defendants appealed.

THE COURT (A. L. SMITH, RIGBY, and COLLINS, L.JJ.) held that in order to bring a case within the Act it must be shewn that the accident arose both out of and in the course of the employment. The county court judge having found that the deceased got on to the footboard merely for his own pleasure, it could not be said the accident arose out of his employment. The appeal was therefore allowed.—COUNSEL, *C. A. Russell*, Q.C., and *Acton*; *A. T. Lawrence*, Q.C., and *F. H. Mellor*. SOLICITORS, *Moorhouse*; *Ridsdale & Son*.

[Reported by F. G. RUCKER, Barrister-at-Law.]

High Court—Chancery Division.

Re J. M. Stirling, J. 22nd Nov.

APPOINTMENT OF NEW TRUSTEES—VESTING ORDER—TRUSTEE A LUNATIC NOT SO FOUND—JURISDICTION OF HIGH COURT—LUNACY ACT, 1890 (53 VICT. c. 5), s. 143—TRUSTEE ACT, 1893 (56 & 57 VICT. c. 53), ss. 25-41.

This case raised the question whether the effect of the Trustee Act, 1893, was so to enlarge the jurisdiction of the High Court as to authorize the making of a vesting order upon the appointment of new trustees in a case where the aid of the court had to be invoked by reason of the disability of a trustee, caused by his being a person of unsound mind, but not a lunatic so found. The application was made upon a summons taken out on behalf of a person a lunatic not so found, asking for the appointment of new trustees of a settlement of stock, the last surviving trustee of such settlement being also a lunatic not so found, and for a vesting order.

STIRLING, J., after referring to the provisions of the Trustee Act, 1850, and the Trustee Extension Act, 1852, and of the Lunacy Act, 1890, said that the result of such enactments was that down to the passing of the Trustee Act, 1893, the High Court had no power to make a vesting order in the case of a lunatic trustee which that court did not possess before the Act of 1890 came into operation. By section 51 of the Act of 1893 the sections of the Acts of 1850 and 1852, which conferred on the Court of Chancery power to make vesting orders and appoint new trustees were repealed, and there were substituted for them a series of enactments contained in sections 25-41, conferring on the High Court powers similar to those given by the repealed sections of the Trustee Acts. The contention on behalf of the applicant was that the power of the High Court had been extended, so that, whereas prior to 1893 that court had no power to make a vesting order on the appointment of a new trustee in the place of a person of unsound mind, it now had jurisdiction to do so. The Trustee Act, 1893, did not expressly deal with incapacity on the part of a trustee caused by unsoundness of mind. The Lunacy Act, 1890, and the Trustee Act, 1893, were simply statutes consolidating the existing enactments with reference to lunatics and trustees respectively; and, looking at the history of the legislation on the subject, his lordship had been unable to satisfy himself that the general terms used in the latter Act were intended to confer a jurisdiction which down to that time the High Court had not enjoyed. Seeing the great importance which attached to vesting orders and the undesirability of their being made by courts whose jurisdiction was open to doubt, he thought that the safe and proper course in the present case was to abstain from making a vesting order, and so bring the present decision under the review of a higher court, by which his lordship trusted the question would be set at rest. At the same time he considered that he had jurisdiction to appoint a new trustee, and was willing to do so if the applicant desired it.—COUNSEL, *Kenyon Parke; Arkle.* SOLICITORS, *Trower, Freeling, & Parkin.*

[Reported by W. SCOTT THOMPSON, Barrister-at-Law.]

Re **CLAYDEN. RICKETT** *v.* **CLAYDEN.** Kekewich, J. 16th Nov.

WILL—CONSTRUCTION—INCOME OF RESIDUARY ESTATE "DURING THE LIVES OF MY CHILDREN"—"IN EQUAL SHARES PER STIRPES"—TENANCY IN COMMON—ABSOLUTE INTEREST—CROSS-REMAINDERS—PRACTICE.

This was a summons by the husband and administrator of the personal estate of Martha Rickett, deceased, a daughter of the testator, John Clayden, whose will it was sought to have construed. The words calling for construction were "I declare that (subject to certain annuities and in events which happened) my trustees shall pay and divide the income of my residuary estate during the lives of my children to and between all such of my children as shall be living at the death or marriage of my wife and the children then living or afterwards born of any such child of mine having died in the lifetime or during the widowhood of my wife in equal shares *per stirpes* . . . and I direct that after the death of the survivor of my said children my trustees (shall realize and) stand possessed of the proceeds and all other my residuary estate upon trust at the death of the survivor of my said children to divide the same into as many equal shares as there shall be families then living of all my deceased children and hold the same in trust for all my grandchildren living at the death of the survivor of my said children." The testator's wife survived him, but died in 1892; of his nine children, seven survived him, including Martha Rickett, who died in 1897; the two other children predeceased testator, but left children surviving. The plaintiff now contended that the interest of Martha Rickett in the income between the death of the testator's widow and the death of the last survivor of his children was an absolute interest in one equal seventh part, and that he was accordingly entitled to receive the same as from the death of his wife; his claim was that the subject of the gift was a particular income, and that there was nothing to cut down the absolute interest, which would be contrary to the scheme of the will; his view was supported by the context, expressing the testator's solicitude for his grandchildren as well as for his children: *Jones* v. *Bramwell* (1 Jac. & Walk. 100), followed in Court of Appeal in *Bryan* v. *Twigg* (3 Ch. App. 183). On behalf of the surviving children, it was contended that the income was to be payable to the children surviving from time to time until the death of the last survivor, and to the issue of such of them as had died leaving issue; that this view was supported by the testator's provision of a fund for children by way of certain annuities, while the words "during the lives of my children" are explained in the next line by the words "my children"; testator meant the survivors of children from time to time to share the income as tenants in common until the period of distribution, with no gift whatever to the grandchildren until the death of the survivor of the children: *Armstrong* v. *Eldridge* (3 Bro. C. C. 215), followed in *Bentley* v. *Cook* (3 Dr. 602); *Alt* v. *Gregory* (8 De G. M. & G. 221). It was further contended that the gifts were for the respective lives, which would mean an intestacy; for the words could not be construed to mean either an intentional gift of income or an implied survivorship.

KEKEWICH, J.—Here it is all important to look at the instrument of gift, to ascertain the subject-matter, a step often overlooked. [His lordship read the relevant parts of the will.] One question is, does the instrument mean "income of my residuary estate," or "residuary estate during the lives of my children," or "the income of my residuary estate during the lives of my children." It is a question of grammar, and seems to me to mean "the income which accrues during my wife's life," the testator contemplating an interval, with the income of which he deals. But then there is unfortunately a slip, for his words are, "during the *lives* of my children"; strictly, the word is plural and means "all." It will be inconsistent to find an intestacy, and to say that in the interval nothing would go to the children or grandchildren as donees (even if some took otherwise). Therefore, I cannot construe "lives of my children" as meaning "all," but, having regard to the general purport, I must hold that it means "so long as any of my children are alive," the trustees being directed to extend the payment of the income until the death of the last. Each share is to be given *per stirpes*, each *stirpes* taking one share during each period, which is wholly inconsistent with a gift over. The plaintiff's contention is therefore correct, for Martha Rickett took one seventh absolutely. The trustees will, from time to time, pay the shares on this principle, and, as the summons is thus seen to be really an administration summons, costs will be borne by the estate.—COUNSEL, *Daniel Jones; Jason Smith; G. J. Hart; Clark.* SOLICITORS, *Charles Tryon; Baker & Nairne.*

[Reported by W. H. DRAPER, Barrister-at-Law.]

DAY *v.* **SINGLETON.** Romer, J. 25th Nov.

VENDOR AND PURCHASER—CONTRACT FOR SALE OF CHATTELS REAL—BREACH OF—DAMAGES FOR.

The above action was originally for specific performance of an agreement dated the 1st of April, 1897, with compensation. The agreement was for the sale and purchase of the lease and goodwill of licensed premises in Charterhouse-square called "Cocker's Hotel," and was subject to the landlord's consent to transference of the lease. The vendor had just added a drinking bar to the hotel, and it appeared that the plaintiff had counted on being able to carry on a public bar independent of the hotel business. The agreement stated that the lease had about 40 years to run, and made no mention of restrictive covenants, but there were in fact then only 16 years unexpired of the term thereby granted, and the lease contained restrictive covenants of which the plaintiff alleged that he had no notice at the time of the contract, and which would prevent his carrying on a public bar. The vendor died shortly afterwards, and after some fruitless negotiations, notice was, on the 9th of December, 1897, given by his administrator *pendente lite* rescinding the contract, and was sent to the plaintiff with a cheque for the amount of the deposit with interest, and £20 for estimated costs. On the 20th of December, 1897, the writ in the above action was issued. On the 18th of March, 1898, after delivery of defence and the setting down of the action for trial, the defendant's solicitors sent the plaintiff's solicitor a letter from the registrar of the Charterhouse in answer to an inquiry which they had made, intimating that the governors, who were the landlords, would not accept the plaintiff as tenant. It appeared that the defendant's solicitors, in referring to an application for rent by the registrar, had informed him of the position taken up by the plaintiff, and the difficulties to which it had given rise, and had inquired whether the governors would be satisfied with the plaintiff as a tenant if the contract were still in existence. The plaintiff then amended his statement of claim, and alleged that the defendant Singleton, in breach of his duty towards the plaintiff, induced the lessors to refuse to consent to the assignment to the plaintiff, and abandoning the claim for specific performance, claimed damages for loss of profits on re-sale. That defendant denied the aforesaid allegation, and in the absence of fraud relied on the rule established by *Flureau* v. *Thornhill* (2 W. Bl. 1078), and affirmed in *Bain* v. *Fothergill* (L. R. 7 H. L. 158)—namely, that upon a contract for the purchase of a real estate, if the vendor, without fraud, was incapable of making a good title, the intended purchaser was not entitled to any compensation for the loss of his bargain.

ROMER, J., said that he was bound by the principle of *Bain* v. *Fothergill*, as set forth in Lord Chelmsford's address, with which Lord Hatherley, the only other law lord present, agreed. There might be a question as to how far that went, but it covered the case before him. It was undoubtedly settled that in an action for breach of contract for the sale of land the purchaser was not entitled to damages for the loss of his bargain if there was no fraud on the part of the vendor. The vendor here had good hope and reasonable expectation of being able to give the plaintiff what he had contracted to give. There was, therefore, no fraud on the vendor's part in the initiation of the contract. Had the contract, then, been determined by any fraud or wilful act of the vendor within the rule in *Bain* v. *Fothergill?* The defendant's solicitors were entitled to ask the landlords to accept the plaintiff as lessee, and to lay the circumstances fairly before the landlords, and the letters written by them on the subject ought not to prejudice the defendant. Nor was the plaintiff injured by the landlords being asked. The plaintiff therefore failed in the claim for damages for the loss of the bargain, but was entitled to rank as a creditor for the amount of his deposit with interest at 5 per cent., together with the costs of his investigation of title. Now, the action, as launched, for specific performance with compensation could not come to trial, but his lordship was not satisfied that the plaintiff would not have been entitled to some compensa-

tion. But when specific performance became impossible it was useless to bring the action to trial, except to try and obtain the compensation in damages which the plaintiff had failed to obtain. As regarded the costs, therefore, his lordship gave no costs to either party up to the time when the plaintiff was informed that the landlord had refused his consent, but the subsequent costs must be paid by the plaintiff.

COUNSEL, *Neville*, Q.C., *Bray*, Q.C., and *Ward Coldridge*; *Levett*, Q.C., and *Jason Smith*. SOLICITORS, *W. B. Glasier*; *Roscoe & Hincks*.

[Reported by J. F. WALEY, Barrister-at-Law.]

Re **HONG KONG AND CHINA GAS CO. (LIM.).** Kekewich, J. 19th Nov.

COMPANY—ALTERATION OF MEMORANDUM OF ASSOCIATION—CONFIRMATION BY COURT—JURISDICTION—COMPANY REGISTERED UNDER JOINT-STOCK COMPANIES ACT, 1856—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 176—COMPANIES (MEMORANDUM OF ASSOCIATION) ACT, 1890 (53 & 54 VICT. c. 62), s. 1.

This was a petition by a company under the Companies (Memorandum of Association) Act, 1890, for the confirmation by the court of a special resolution altering the company's memorandum of association. The company had been registered under the Joint-Stock Companies Act, 1856, but not under the Companies Acts, 1862 to 1890. Counsel for the petition submitted that by virtue of section 176 of the Companies Act, 1862, the company was placed in the same position for the present purpose as if it had been registered under the Companies Act, 1862, and that the court, therefore, under the Companies (Memorandum of Association) Act, 1890, s. 1, had jurisdiction to entertain the application. He relied on *Re Nitrophosphate and Odams Chemical Manure Co. (Limited)* (W. N. 1893, p. 141), decided by his lordship, but also referred to *Re General Credit Co.* (W. N. 1891, p. 153), where, in similar circumstances, Romer, J., held that he had no jurisdiction.

KEKEWICH, J.—I must follow my own decision. In my opinion I have the necessary jurisdiction, and I make the order confirming the resolution. —COUNSEL, *J. Henderson*. SOLICITORS, *Rose & Johnson*.

[Reported by R. J. A. MORRISON, Barrister-at-Law.]

High Court—Queen's Bench Division.

REG. *v.* ELLIS. C. C. R. 24th Nov.

CRIMINAL LAW—OBTAINING PROPERTY BY FALSE REPRESENTATIONS—PROPERTY OBTAINED IN ENGLAND ON FALSE REPRESENTATIONS MADE IN FOREIGN COUNTRY.

Case stated by Day, J. The prisoner, a bankrupt, was charged at the Durham Summer Assizes under sections 11 (13) and 13 (1) of the Debtors Act, 1869, with having within four months next before the presentation of the bankruptcy petition against him obtained property on credit by false representations, and also with having obtained credit under false pretences. The prisoner carried on business as a draper at Gateshead, in the county of Durham, and was in the habit of purchasing goods from Arthur & Co. (Limited), wholesale drapers in Glasgow, through Noble, their representative in Gateshead. In July, 1897, Noble declined to let the prisoner have further goods on credit unless he could satisfy Arthur & Co. as to his financial position. In September, 1897, the prisoner had an interview at Glasgow with a director of Arthur & Co., and made to him a number of representations as to the prisoner's financial position which were false to the prisoner's knowledge. In consequence of these representations the director instructed Noble to continue to supply the prisoner with goods on credit. Such goods were accordingly supplied to the prisoner, some of them being sent from Glasgow and others supplied by Noble himself, but all being delivered to the defendant in Gateshead. The objection was taken on behalf of the prisoner that the offences were completed in Glasgow, and that no part of them was committed in the county of Durham, and that there was no jurisdiction. The only question for the court was whether the prisoner could be indicted and tried for the offences or for either of them in the county of Durham. The following cases were referred to: *Reg.* v. *Martin* (1 C. C. R. 56), *Reg.* v. *Dawson* (16 Cox C. C. 556), *Reg.* v. *Leech* (7 Cox C. C. 100), *Reg.* v. *Holmes* (12 Q. B. D. 23), *Rex* v. *Buttery*, cited in *Rex* v. *Burdett* (4 B. & Ald., at p. 179), *Reg.* v. *Jones* (1 Den. C. C. 558).

THE COURT (Lord RUSSELL OF KILLOWEN, C.J., and HAWKINS, WILLS, WRIGHT, and BRUCE, JJ.) affirmed the conviction.

WILLS, J., in the course of a considered judgment, in which Lord Russell of Killowen, C.J., concurred, said: There can be no doubt that the making of the false representations is an element in the crime. Without it there would be no crime, and if it is essential that all the elements of the offence should take place within the jurisdiction of the English courts, the conviction could not be sustained. The precise question now raised is new. It has not, in fact, occurred with respect to false representations made outside England, whether abroad or in other parts of the British islands. In England itself the question of jurisdiction as between two counties, when the false representations were made in one county and the goods obtained in another, has not been capable of being raised since 1827, for, by the 7 Geo. 4, c. 64, s. 12, it was provided that, where any felony or misdemeanour shall be begun in one county and completed in another, it may be dealt with and tried in any of the said counties in the same manner as if it had been actually and wholly committed therein. Three observations here arise. First, that the particular state of circumstances which gives rise to the present question is not of so frequent occurrence as to make it surprising that the question has not been raised for decision; secondly, that any authority bearing upon the analogous case of the offence in question being committed by false representations being made in one county and goods being obtained by and supplied under them in another county must be looked for before 1827; and, thirdly, that it is within the undoubted competency of the British Legislature to enact that the obtaining of goods in England by means of false pretences, made whether in or out of England, shall be an offence against British law. Some time before the year 1820 one Buttery was indicted and tried in Herefordshire for obtaining goods by false pretences. The false pretences were made in Herefordshire and the goods supplied in Monmouthshire; the prisoner was convicted and a case reserved, according to the practice of those days, for the consideration of the Judges at Serjeants' Inn. The case is not reported, but in *Rex* v. *Burdett*, 4 B. & Ald., at p. 179, Abbott, C.J., after stating the facts, comments upon it in these terms: "The language of the statute (30 Geo. 2, c. 24, s. 1) makes the offence to consist in obtaining the money, not in using any false pretence whereby money shall be obtained. The judges thought the indictment was laid in the wrong county. They did not think the party not indictable at all, which they ought to have done if the proposition addressed to us be true." I will state a little later what the proposition was. The Lord Chief Justice continues: "They did not think the party not indictable at all because the pretence which was necessary to constitute the crime was in one county and the receipt in another, and there was no entire crime in either." The argument in *Rex* v. *Burdett*, to which these observations were addressed by the Lord Chief Justice, was that a libel written in one county for publication, but published in another county, constitutes no offence triable in either, because there is in neither any one entire crime. The majority of the court (Abbott, C.J., and Holroyd and Best, JJ.) held, *dissentiente* Bayley, J., that the offence was triable in either county. The case of *Rex* v. *Buttery* is cited only in the judgment of the Lord Chief Justice. It was not exactly in point, and all that can be said of it in connection with *Rex* v. *Burdett* is that it is cited by Abbott, C.J., without any expression of disapproval. But in 1825 the case of *Pearson* v. *McGowran* (3 B. & C. 700) was before the same Court of King's Bench. It seems not only to adopt and confirm the decision in *Rex* v. *Buttery*, but to base it upon a ground which entirely covers the present case. *Pearson* v. *McGowran* was an action for penalties under a statute which enacted that "every person who shall upon any contract take, accept, or receive by way or means of any corrupt bargain above 5 per cent. shall forfeit" a given sum, half of which was to go to the person who should sue for the penalty. The contract was made in Middlesex; the money paid in pursuance of the contract was paid in London. Upon a rule to set aside a verdict for the plaintiff and enter a nonsuit, pursuant to leave reserved, it was argued for the plaintiff that the offence was a misdemeanour and was committed partly in one county and partly in another, and therefore triable, according to the decision in *Rex* v. *Burdett* in either. The court held the contrary, and ordered a nonsuit to be entered. The considered judgment of the court, which at that time consisted of Abbott, C.J., and Bayley (the dissenting judge in *Rex* v. *Burdett*) and Littledale, JJ., was delivered by Abbott, C.J., who said: "We think the offence consists in the taking and receipt of usurious interest. The corrupt contract is antecedent to and not part of the taking. The offence, therefore, was not partly committed in one county and partly in another, although the contract is undoubtedly a material circumstance in the case, because it stamps the illegality of the receipt. This resembles *Rex* v. *Buttery*." . . . *Mutatis mutandis*, every part of the passages cited from each of the judgments is applicable to the present case. The making of the false pretences is antecedent to, and not a part of, the obtaining the goods. It is a material circumstance, because it stamps the illegality of the obtaining the goods. The gist and kernel of the offence is the obtaining the goods by improper means, not in using the improper means whereby goods were obtained, and there was therefore an entire offence within the one county, though the circumstance which stamped it with illegality took place beyond the jurisdiction. If the principle of the decision in *Rex* v. *Buttery* or in *Pearson* v. *McGowran* be correct, it can make no difference that the material circumstance which stamped an otherwise innocent transaction with the character of a crime took place outside the jurisdiction of the English Courts. It was just as much outside the jurisdiction of the court which tried the offence in *Rex* v. *Buttery* and *Pearson* v. *McGowran* as if it took place in Scotland or abroad. It is, in fact, by those decisions reduced to a mere piece of the evidence necessary to constitute the offence. There is nothing unreasonable in this view. There is no moral difference between an offence where the representations are made in England and one where they are made in Scotland. There has been no expression of judicial opinion anywhere finding fault with *Rex* v. *Buttery* or *Pearson* v. *McGowran*. The views expressed are those of a perhaps exceptionally strong court, some members of which certainly were exceptionally familiar with questions of pleading, and it seems to me altogether too late to question the authority. The present legislation is subsequent to it, and it is a sound principle that unless there be some strong countervailing reason fresh legislation *in pari materia* and using language identical with or undistinguishable from former Acts which have received judicial construction should be construed upon the lines of the former decisions.

HAWKINS, J.—I agree in thinking that the conviction ought to be affirmed. The crime consists in the obtaining the goods by means of a false representation previously made. The goods must, no doubt, be so obtained within the jurisdiction of the court before which the offender is tried. I find no warrant for saying that it is essential that the false representation should be also made within that jurisdiction. To simply make a false representation with intent thereafter to defraud is not a legal crime, but if goods are obtained by means of it the so obtaining the goods amounts to an indictable offence, wheresoever the false representation itself may have been made. A false representation made to a London tradesman out of the jurisdiction — say in Paris — with the object

fraudulently to obtain goods from the tradesman in London must, according to every dictate of good sense, be intended by the maker of it to operate on, and continue present in the mind of the tradesman until the goods are actually obtained from him, and by his conduct in obtaining the goods he ought, in my opinion, to be treated as having repeated his representations quite as effectually as if he had again put them into words. Let me suppose that at the interview in Glasgow the managing director, believing the false representations of the defendant to be true, had said to the defendant, "I am satisfied. I shall be in Gateshead in a day or two, and as you have satisfied me I will let you have the goods you require," and in a day or two both had again met in Gateshead, and then, without another word being spoken, the managing director, acting on the Glasgow conversation, had handed to the defendant on credit the goods required. Would it not be revolting to good sense if it could be truly said that the law in this commercial country was such that the defendant could avert the consequences of his crime by alleging that, though he had beyond all question obtained the goods by fraudulent and false pretences, he could not be punished because his false pretences were made in Glasgow?

WRIGHT, J., while concurring with the judgment of the court, said that it was, in his opinion, better not to determine the larger question raised in *Reg.* v *Burdett* and *Pearson* v. *McGowran*. In these cases all the transactions took place within what Lord Coke has described as "the jurisdiction of the common law." He did not think it clear that the same reasoning applied with reference to a foreign country, and for this purpose Scotland must be looked on as a foreign country. The law as to what constituted a false pretence might be different in a foreign country. The law as to what constituted a consent by a person to parting with the possession of property, and as to what would vitiate that consent, might differ from the law of England.

BRUCE, J., concurred. Conviction affirmed.—COUNSEL, *Shortt; Henry Sutton.* SOLICITORS, *Joel & Parsons*, Newcastle-on-Tyne; *The Treasury Solicitor.*

[Reported by T. R. C. DILL, Barrister-at-Law.]

HOLLIDAY *v.* **NATIONAL TELEPHONE CO. (LIM.).** Div. Court. 11th and 29th Nov.

NEGLIGENCE—PUBLIC COMPANY CONTRACTS WITH A MASTER PLUMBER TO EXECUTE PARTICULAR WORK AT A PRICE "TO THE SATISFACTION OF THEIR FOREMAN"—ACCIDENT CAUSED BY NEGLIGENCE OF PLUMBER'S WORKMAN—THE WORK TO BE DONE PER SE NOT HAZARDOUS TO PUBLIC—"CASUAL, COLLATERAL, OR INCIDENTAL NEGLIGENCE"—NON-LIABILITY OF COMPANY.

This was an appeal by the defendant company from a decision of the deputy-judge of the City of London Court, who had entered judgment for the plaintiff for £25 under the following circumstances. The defendants were laying down some telephone wires at the Pavement, Clapham, and entered into an arrangement with a jobbing plumber named Highmore, whereby he undertook to make the necessary joints at so much per joint, the work to be performed to the satisfaction of the defendants' foreman. Highmore being at work on another contract at the time that the defendants had got on with the work sufficiently for him to come and close the joints, sent one of his workmen, who, while melting the metal for soldering purposes, attempted to heat a benzoline lamp required for the work by placing it over the molten metal. The safety valve of the lamp being out of order, the lamp exploded, and the molten metal was scattered about, some of it striking the plaintiff, who was passing along the pavement at the time, and causing him personal injuries for which he sought compensation from the company. It was admitted by the defendants that if this workman of Highmore's was in their employment when he placed the defective lamp over the crucible to heat the benzoline to get a flame, they were responsible for the accident, as it arose solely from this negligent act. The learned deputy-judge held that as the defendants "practically supervised the work which Highmore had contracted with them to do, they were liable for the accident"; and he entered judgment for the plaintiff. The defendants appealed, and at the conclusion of the argument judgment was reserved.

WILLS and LAWRANCE, JJ., held on the evidence that the workman of Highmore was not the servant of the defendants. They had contracted with Highmore to do the work for them at so much per joint, and he was free to do it how and when he liked provided that he did it within a reasonable time and to the satisfaction of their foreman. There were many cases in which a person who employed another to do work for him was not exempted from liability for accidents arising out of such work because he had employed an independent person and had not retained control over processes or details nor interfered in any way with the work at any stage. If a person ordered a thing to be done which when done or as done was an interference with the safety or rights of another who at the time he was injured was in the exercise of his lawful rights, it would be no answer to a claim for damages to say that the person for whom the offending thing had been done had done it by virtue of a contract with someone independent of his interference or control. He had had something done which interfered with the *status quo* of his neighbour, having no right as against his neighbour to do so. The present was a case of what Lindley, L.J., aptly termed "casual or collateral or incidental negligence," and, as he pointed out, the difficulty lay rather in the application than in the enunciation of the principle: *Hardaker* v. *Idle District Council* (L. R. 1896, 1 Q. B. pp. 335-341). The court in the present case thought the act of Highmore's workman in carelessly plunging into the molten metal a lamp containing benzoline and with its safety-valve out of order about as typical an instance of negligence "merely casual, collateral, or incidental" as could well be conceived. It was certainly not less so than the dropping of a brick by a workman employed in building a bridge in *Reedie* v. *London and North-Western Railway Co.* (4 Ex. 244). During the argument the court was much pressed with a decision of Bruce, J., in *Penny* v. *Wimbledon Urban District Council* (1898, 2 Q. B. 212), in which he held that an urban district council, which had employed a contractor to do work in the sewering of a street, was liable for the negligence of the contractor, who had left a heap of excavated soil on the highway unlighted and unprotected, over which the plaintiff stumbled in the dark and received injury. The ground of that judgment, so far as the present question was concerned, was that there was necessarily danger to the public in the work being done, unless proper precautions were taken, and that the district council were bound to see that precautions were taken by their contractor. Nothing less like the present could well be imagined. No human being could anticipate such a piece of folly as that committed by Highmore's workman, and if common care had been used there was no danger to anyone in the work ordered by the defendants to be done, nor anything calling for special precautions to prevent the molten solder scattering about over the passers by. In the ordinary course of events there was nothing in the work likely to make the lead scatter about or to constitute any source of danger to the public. For these reasons the court held that the judgment appealed against was wrong and must be reversed, the plaintiff to pay the costs of the trial and of the appeal. Leave to appeal refused.—COUNSEL, *Mattinson*, Q.C., and *Lawless; Lincoln Reed.* SOLICITORS, *W. E. L. Gaine; Gibbs, White, & Strong.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Bankruptcy Cases.

Re **HIRTH.** *Ex parte* **THE OFFICIAL RECEIVER.** Wright, J. 15th and 21st Nov.

BANKRUPTCY—FRAUDULENT CONVEYANCE—INSOLVENT TRADER—SALE OF BUSINESS TO LIMITED COMPANY—BANKRUPTCY OF TRADER—WINDING UP OF COMPANY—RIGHTS OF TRUSTEE IN BANKRUPTCY—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 4, SUB-SECTION 1 (b).

This was a motion by the official receiver to set aside an agreement purporting to transfer the business of Hirth, the bankrupt, to a limited company called Hirth & Co. (Limited), now in liquidation, as being a fraudulent conveyance either within the statute 13 Eliz. c. 5 or within section 4, sub-section 1 (b), of the Bankruptcy Act, 1883. Hirth began to trade on his own account in 1896, and an action was speedily instituted against him by his former employers to restrain him from making use in his business of information obtained by him while in their service. Judgment was given in the action upon the 21st of December, 1897, for an injunction and costs. Upon the 9th of December Hirth, who was then in debt to the extent of £2,000, registered a limited company called Hirth & Co. (Limited), with a capital of £3,000. Early in March, 1898, the taxation of the costs of the action against Hirth began, and upon the 7th of March Hirth executed the agreement now sought to be set aside, transferring all his business and stock-in-trade to Hirth & Co. (Limited) for the consideration of £2,000 in 2,000 £1 shares, to be allotted to a nominee of Hirth. A first meeting of the seven shareholders constituting the company was promptly held, and the 2,000 shares were allotted to an uncle of Hirth, resident abroad. Upon the 29th of April the taxation of the costs in the action against Hirth was completed and execution was levied for the amount, but no goods which could be seized were to be found. Upon the 27th of May a receiving order was made against Hirth and the official receiver became trustee in the bankruptcy. The liabilities amounted to £2,200, and there were no assets. Upon the 27th of May, the same day on which the receiving order was made, the company passed a resolution for a voluntary winding-up, and Mr. Percy Mason was appointed liquidator. The books of the company shewed that the business was carried on in exactly the same way as it had been before the transfer to the company. Some of the debts incurred before the transfer had been discharged, but fresh liabilities had also been contracted. The official receiver now sought to have the transfer to the company set aside as fraudulent, and relied for that purpose on the case of *Re Carey, Ex parte Jeffreys* (44 W. R. 59; 1895, 2 Q. B. 624), but he also contended that the decision in that case was wrong in so far as it gave the creditors of the company a prior charge to the creditors of the bankrupt on the assets of the company.

WRIGHT, J., refused to make the order asked for, holding that since the decision in *Salomon* v. *Salomon & Co. (Limited)* (45 W. R. 193; 1897, A. C. 22) the case of *Re Carey, Ex parte Jeffreys*, was no longer fully law. The transfer to the company was voidable only, and not void; and the trustee in bankruptcy, not having elected to move to avoid it until after the company had gone into liquidation, it was now too late for him to do so, as it would be impossible to put the creditors of the company in the position they were in before the liquidation commenced.—COUNSEL, *Muir Mackenzie and Eldridge; Reed*, Q.C., and *Clayton.* SOLICITORS, *Sugden & Harford; Firth & Co.*

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Solicitors' Cases.

GREY *v.* **CURTICE.** C. A. No. 2. 23rd and 24th Nov.

SOLICITOR—COSTS—TAXATION—PURCHASE OF LAND IN REGISTER COUNTY—SCALE FEE—SOLICITORS' REMUNERATION ACT, 1881 (44 & 45 VICT. c. 44), GENERAL ORDER, R. 4, SCHEDULE I., PART I.

Appeal from a decision of Kekewich, J. The question for the decision

of the court was whether the scale fee allowed under Schedule I., Part I., to the General Order to the Solicitors' Remuneration Act, 1881, "for investigating title to freehold, copyhold, or leasehold property, and preparing and completing conveyance (including perusal and completion of contract, if any)," included the cost of registration of the conveyance in the Middlesex Registry, or whether such cost should be additional to the scale fee. The plaintiff acted as solicitor for the defendant, his client, in the negotiations for the purchase of some land at Stanwell, in the county of Middlesex. On delivery of the plaintiff's bills for taxation, the taxing-master allowed the plaintiff the scale fee for the purchase and disallowed the costs of the registration. The plaintiff carried in objections to the master's taxation, which were answered by the master. The solicitor then took out a summons asking that his objections, so far as they had been overruled by the master, might be allowed, and that the matter might be referred back to the master to vary his certificate accordingly. It was stated that the practice in the taxing-master's office was to treat the scale fee as covering the costs of registration. Kekewich, J., dismissed the summons. The plaintiff appealed.

THE COURT (LINDLEY, M.R., and CHITTY and VAUGHAN WILLIAMS, L.JJ.) dismissed the appeal.

LINDLEY, M.R., and CHITTY, L.J., agreed that it was the duty of the purchaser's solicitor to prepare the conveyance, and make the deed a good document of title, including in the case of a register county notice to the purchaser that registration was necessary. It might be urged that if that were included in the scale a solicitor in a register county would do more for his fees than if the land were in another county: but solicitors knew that, and if they agreed to work under the scale they accepted it for better or worse. Moreover, the fees under the scale were liberal enough to cover the costs of registration. Further, rule 4 of the General Order shewed that the framers of the rules had had their attention called to the question of registration in a register county, and the inference was that they intended such charges to be covered.

VAUGHAN WILLIAMS, L.J., concurred, but preferred to base his opinion on the fact that for some years the words "completing conveyance" had in practice been construed as including the charges for registration. Appeal dismissed.—COUNSEL, *Wheeler*, Q.C., *R. F. Norton*, and *A. May*; *Church*. SOLICITORS, *H. A. Grey*; *Cooper & Sons*.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

NEW ORDERS, &c.

ORDERS OF TRANSFER.

ORDERS OF COURT.

Monday, the 28th day of November, 1898.

Whereas, from the present state of the business before Mr. Justice North, Mr. Justice Stirling, and Mr. Justice Kekewich respectively, it is expedient that a portion of the causes assigned to Mr. Justice North and Mr. Justice Stirling should be transferred to Mr. Justice Kekewich; Now I, the Right Honourable Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the several causes and matters set forth in the schedules hereto be accordingly transferred from the said Mr. Justice North and Mr. Justice Stirling to Mr. Justice Kekewich, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

FIRST SCHEDULE.

From Mr. Justice NORTH.

1898.

Gordon v Wright 1897 G 1,739 May 19
Roberts v Gwyrfai District Council 1898 R 586 May 19
Bear v Payne 1898 B 279 May 23
Turner v Ball 1897 T 698 May 31
Burnell v Rubidge 1898 B 1,238 June 2
Borrill v Borrill 1898 B 293 June 2
Borrill v Borrill 1898 B 296 June 2
Wood v Verdon 1898 W 93 June 3
Jenkins v Leyshon 1898 J 134 June 4
Wilson v Kay 1898 W 86 June 6
Forsyth v Kinnaird 1897 F 1,739 June 7
Fox v Fox 1898 F 359 June 17
Rey v La Compagnie de Mayville ld 1897 R 1,197 June 21
In re Taylor Davison v North 1897 T 682 June 23
Willett v Taverner 1897 W 2,883 June 27

SECOND SCHEDULE.

From Mr. Justice STIRLING.

1898.

Bew v Bew 1898 B 27 March 8
Hannan v Murgatroyd 1897 H 3,409 March 15
Tweedale v Ashworth 1897 T 1,343 March 17
Tomlinson v Sandford & Willett 1897 T 1,331 March 19
Gresham Life Assce Soc ld v Ranger (trading, &c) 1897 G 2,443 April 15
Greenwood v Leather Shod Wheel Co ld 1897 G 2,051 April 15
Fitch v Barry 1897 F 1,773 April 18
Teale v The 165th Starr Bowkett Building Soc 1897 T 1,132 April 20
Oxenden v Phipson 1896 O 1,768 April 21
Vinall v Dendy 1897 V 728 April 21
McDiarmid v Barrett 1898 M 433 May 4
In re Denys. Askew v Montague 1898 D 183 May 12
In re Co's Acts, 1862 to 1890, and In re The Victoria Reef Gold Mines ld motn ordered to go into witness list May 16
The British Motor Syndicate ld v Andrew & Co ld 1897 B 3,123 May 17
Fisher v Powell 1898 F 237 May 19

HALSBURY, C.

Tuesday, the 22nd day of November, 1898.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice NORTH (1898—L.—No. 2,434).

In re The London & Birmingham Brass Foundry Company Limited
Richard Jonathan Jenkins v The London and Birmingham Brass Foundry Company Limited.

HALSBURY, C.

Thursday, the 24th day of November, 1898.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice NORTH (1898—F.—No. 798).

In re Ford's Hotel Co, Limited Herbert Henry Bartlett v Ford's Hotel Co, Limited

HALSBURY, C.

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY OF LIVERPOOL.

The seventy-first annual general meeting of this society was held on Tuesday, the 22nd of November, the president (Mr. H. H. Gibbons) in the chair. The PRESIDENT delivered an address, in the course of which he said: Though the year through which we have passed has been fraught with no measures directly affecting our profession, two, passed in 1897, have this year come into force—viz., The Land Transfer Act and the Workmen's Compensation Act, enactments which have radically effected legal and social reform. Of the former enough has been said on other occasions like this. To-day I have only to reiterate our original opinion, that we believe it to be both uncalled for and mischievous. But Parliament, representing, in this case I think untruthfully, the national wish, having decreed a departure from existing methods, it behoves our profession as *quasi* officers of the Crown to give it a fair trial, and to assist by all our experience and technical knowledge what may prove a beneficial revolution, however much we of this generation think to the contrary. Happily here we are not subject to its compulsory provisions; and, if our views are elsewhere proved correct, we may fairly congratulate ourselves in having assisted in saving our clients from the burden we believe it will impose. The Workmen's Compensation Act in principle is beyond our sphere, but in practice may not be inimical to our profession. Your committee gave much attention to the details of the rules formed to make the measure effective, and it is gratifying to know our suggestions were largely adopted. As for the Act itself, it may suffice, to quote from a recent judgment, that it has created a claim upon the employer which otherwise has no legal, equitable, logical, or moral basis. The reference in the report to the Taxes Management Act, and the steps which resulted in section 16 of the Finance Act of 1898, authorizing the general commissioners to permit any barrister or solicitor to appear before them on an appeal, would not require comment but for the attempts from time to time made in recent years to pass Bills containing provisions either disqualifying us from exercising that profession, for the right to exercise which we make substantial payments to Government, or on the other hand, authorizing persons who have made no such payments, and who have obtained no certificate of proficiency, to act the part which we alone are entitled to fulfil. Such attempts, though obviously unfair, yet find their way even into Government measures, and we have to be ever on the alert to frustrate them, so as to protect the interests not only of the profession, but also of our clients who have no right to be debarred by statute from the advantage of professional assistance if inclined to seek it. The Companies Act of 1898 is a curious instance, not so much of the uncertainty of the law, as of the way in which it can be kept in abeyance, and the traps which are laid by our system of enunciating or discovering the law. What was not usually thought to have been intended is suddenly discovered to be essential; and then a society like our own (for it was on the instructions of the Incorporated Law Society of the United Kingdom that the Bill now known as the Companies Act, 1898, was prepared) has to take steps to enable relief to be given to the unfortunate holder of shares who until this new discovery fondly believed them to rank as fully paid up. It is interesting to note that, in the case of *Re S. Frost & Co. (Limited)*, the reserved judgment of Romer, J., dissenting from the previous judgment of Kekewich, J., was delivered nine days after the Royal assent had been given to the Act. This case is, however, under appeal. The Criminal Evidence Act, 1898, though very short, is perhaps the most important legal reform of the year, but it affects the general public rather than our profession. Its object has for so long been the subject of debate and divergence of opinion that now

it has become law all we can usefully do is to wait and see whether its result is to further the rightful administration of justice by assisting in the elucidation of the truth not only as to the guilt, but also as to the innocence of the accused. I cannot help congratulating ourselves on a period of peace, when the hand of the ruthless reformer and experimenter seems to have been stayed, if only for a little. For there is a class, especially of legal reformers, inflated with theories, many most excellent if only practical, which seems to think the results of ages of legal development are of no account; but that they, at the end of this nineteenth century, can by the stroke of a pen achieve more than is credited to the combined efforts of generations of predecessors. Not so has the wisdom of English jurisprudence been founded. Not so do we teach our young men to hope to become the great ones of their profession. Not so has the genius of the British race been evolved. Rather, in a profession like ours, should the traditions and methods of the past be reverently treated; and while the weeds of time and the tares of custom are carefully cast out, the far-reaching root of a principle or practice which has grown with the ages should not be cut without much much concern for the sapling which is to take its place. Our own county court judges command every respect both in regard to the quantity and quality of their work. But the merchants and traders of the second city in the largest empire of the world cannot be expected to be satisfied with less than the highest form of legal administration—and as commercial men they expect, and rightly expect, to obtain this in the cheapest and most expeditious way. It is no use to tell them that in some other place 200 miles away there are men able and willing to adjudicate on their disputes. They demand justice and ability at their own doors. This is only natural to the age which finds the telephone and the lift, the typewriter and the shorthand clerk, absolute necessities. Work must be done quickly and cheaply, and therefore at home. This society has always been in the van in the support of so essential a reform, and it will not lessen its labours until a demand so reasonable and so consonant with the spirit of the times has been met by the constitution of a Liverpool High Court of Justice, manned by the best intellects and presided over by judges educated (as some of our Northern Circuit judges have been, by a training at a local bar like ours) in all the varied questions the proper and speedy solution of which does so much to help the progress of that commerce by which alone this city exists. Let the county court and the Palatine Chancery Court continue in the exercise of those functions they so well perform—functions, however, which are but common to the nation at large—but give to Liverpool, as a city having special interests so great as to be almost imperial, a local system of imperial justice which shall daily meet its special wants and just demands. Whether this shall be done by some alteration of assize business, by what is known as continuous sittings, or by the creation of a special commercial court, are matters of debate; but the first step—the point at which we as a society aim—is the admission by the proper authorities of our claim (and it may be the claim of others similarly situated), that the existing administration of justice does not meet the peculiar needs of a town like this.

It was moved by the President, seconded by the Vice-President, and resolved: "That the report of the committee, together with the hon. treasurer's accounts, be approved and adopted, and that the same be printed and circulated."

It was moved by Mr. A. T. Squarey, seconded by Mr. J. E. Gray Hill, and resolved: "That the thanks of the meeting be given to the president for his address, and that the same be printed and circulated as part of the report."

It was moved by Mr. J. W. Alsop, seconded by Mr. F. J. Hawkins, and resolved: "That the thanks of the society be given to the officers and members of the committee for their services during the past year."

There were twelve nominations to fill the vacancies upon the committee, and the following were elected for the term of three years next ensuing: Messrs. H. D. Bateson, G. Dickinson, E. T. Driffield, H. H. Gibbons, J. Lawrence, A. S. Mather, C. H. Morton, C. E. Stevens, and H. Todd.

The following are extracts from the report of the committee:

Members.—The society now consists of 392 members. The number of barristers and others, not being members, who subscribe to the library is 43.

Legal Education.—The successes which have been attained by students who have during the past year attended the lectures and classes promoted by the Liverpool Board of Legal Studies bear testimony to the excellence of the facilities now afforded to law students in this city. Out of the twenty-eight students who passed the Final Examination during the year, no less than six obtained honours, and of these Mr. J. L. Williams and Mr. A. T. Miller were placed first in the first class in the examinations held in January and April respectively, and were, consequently, awarded the Clement's-inn prize. It is believed that this is the largest number of Liverpool students who have obtained honours at the Final Examination of the Incorporated Law Society in any one year, and the fact of the Clement's-inn prize being twice won by Liverpool students in the same year is certainly unprecedented.

Liverpool and Manchester Chancery Business. Taxation of Costs.—The attention of your committee was drawn to the observations of Mr. Justice Byrne in the case of *Tousey* v. *Sheffield*, which was an appeal against the allowance by the Liverpool District Registrar of the costs of the attendance in London of the country solicitor on the hearing of the action. Hitherto it has been understood that the special powers given to the district registrars of Liverpool and Manchester enabled a suitor's solicitor to have the entire conduct of the action without the intervention of a London agent. In the case referred to the allowance of the district registrar was upheld by Mr. Justice Byrne on the ground that in the opinion of his lordship the circumstances were such as to necessitate the attendance at the trial of the country solicitor, but his observations seem to indicate that it will in future be necessary to shew special circumstances before the expenses of the country solicitor's personal attendance in London will be allowed. Your committee felt that the matter was one of great importance to the profession in Liverpool, as if a hard-and-fast rule were laid down that the country solicitor should only attend the trial in London in exceptional cases, it would defeat the express intention of the recommendations of the Lord Chancellor's committee, which was appointed to consider the question, to give the County Palatine special facilities, and would practically put actions in the Liverpool and Manchester District Registries on the same footing as those in other registries. Your committee therefore communicated with the Manchester Law Association upon the subject, with the result that a joint letter was addressed to Mr. Justice Byrne expressing the views of the two societies. Mr. Justice Byrne in his reply, which was received at the commencement of the long vacation, discussed at length the points raised in the letter, and in effect stated that his judgment proceeded on the footing that there is no different rule applicable in party and party taxations in cases initiated in the Liverpool and Manchester Registries from that prevailing in other cases. It is a matter for consideration what steps should be taken to give practical effect to the recommendations of the Lord Chancellor's committee, so as to ensure to the County Palatine the special facilities above mentioned.

Rules of Court.—A member of the society wrote to your committee pointing out that by the combined operation of ord. 49, r. 1, and ord. 35, r. 17, of the Supreme Court, actions before any judge of the Chancery Division may be transferred to Mr. Justice Byrne's court and removed into the Liverpool District Registry on presentation of a petition of course to the Lord Chancellor. Your committee think that this power of transferring actions is not generally known to the members of the society.

Assimilation and Extension of Trustees' Powers of Investment.—In the year 1896 the committee of this society was invited by Mr. Edward Rae, the chairman of the Liverpool Stock Exchange, to co-operate in the efforts which were being made by the council of the Associated Stock Exchanges to assimilate and extend the powers conferred by the Trustee Act, 1893, the Trusts (Scotland) Amendment Act, 1884, and the orders of the Court of Chancery. After considering the memorandum which had been prepared by the council of the Associated Stock Exchanges, your committee prepared and presented a memorial to the Lord Chancellor on the subject, copies of which were forwarded to the principal law societies, who, in most instances, endorsed the views of your committee and presented memorials in similar terms. As a result of the movement the Lord Chancellor appointed a small committee to consider the question, of which Mr. Rae, as representing the Associated Stock Exchanges, and Mr. F. C. Danson, the president of the Liverpool Chamber of Commerce, were members. The legal profession was represented by Mr. William Williams, a member of the Council of the Incorporated Law Society of the United Kingdom, who was nominated by the president of that society. Your committee trust that this will result in obtaining much-needed reform in the direction indicated in the memorandum which they presented to the Lord Chancellor.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 9th of November, 1898:

Abercromby, William
Allason, Henry William, B.A. (Camb.)
Anderson, Andrew Stewart
Armitage, Francis Cecil
Ashby, Harold Francis, B.A. (Oxon)
Atkins, Robert Percy Woodhouse
Atter, Harold Frederic
Bacon, Charles Darnell
Baker, Reginald Lawrence
Baldwin, Arthur Vernon
Bannehr, Walter John
Barber, Richard William
Barnes, Arthur Habgood
Beal, Richard Edward Bruce
Beard, Herbert William
Bedford, Herbert
Bell, Eric Walter
Billings, Samuel Walter
Bindley, Frank Kendal
Bowen, David Harries
Boyle, William Salisbury
Bradley, William Henry
Brill, Charles Burt
Broughton, George Foster
Brown, Colin Edwin
Bunting, Sidney Percival, B.A. (Oxon)
Butcher, Theodore George
Cartwright, Hubert Scott
Cartwright, Thomas William
Cassin, John Allcroft, B.A. (Camb.)
Catterall, Thomas Edward
Chapman, William George
Claydon, Eric George
Clifton, William
Cockshutt, Joseph
Cohen, Arthur Saville
Coode, Charles Arthur Penrose, B.A. (Oxon)
Cook, Willie Frederick
Cooper, Frank
Cozens, Edgar
Crompton, Robert
Crump, Dudley James
Daniel, Edward Seaward
Davy, George Edmund
Daw, Herbert William
Bertodano, Frederick Ramon de
Dixon, Edgar Livesey, B.A. (Camb.)
Dixon, John Frank
Ducker, James Ernest Townshend
Duke, Douglas St. John
Eastwood, Frank
Eddowes, Arthur
Etherton, George Hammond
ffarrington, Henry Nowell, M.A. (Oxon)
Fernihough, Frederick
Ferns, John Astley Killer
Floyd, Alfred Edward
Frith, Thomas Walter Lothian
Gard, Albert
Garwood, Redmond, B.A. (Oxon)

George, William
Gibson, Alan Græme, B.A. (Oxon)
Gibson James Baily
Gibson, John Ernest, B.A. (Camb.)
Goodall, George Percy
Goodfellow, Charles Stuart
Gramshaw, Ernest Reginald, B.A. (Oxon)
Gregory, George Redmayne
Griffith, Arthur
Hale, Frederick Lyonel
Hall, Benjamin
Hall, George Thomas
Hall, John
Hand, Joseph
Harris, Arthur Ernest
Harker, Harold Edgar
Hart, Henry Douglas
Haughton, Henry
Head, George Herbert, B.A. (Camb.)
Heath, Frederick Percy
Henderson, Philip Maclagan
Hewlett, Lionel Mowbray
Hirst, Amos Brook
Hives, John Wilmer
Hooper, John Glass, B.A. (Oxon)
Horner, Francis Mariner
Hubbard, Leonard
Hughes, Ernest Frederick
Irvine, Paget George
Jacobson, Ernest Nathaniel Joseph
Jennens, Henry Harbridge
John, Benjamin Rice
Johns, James Gray
Jones, William Stephen
Kenyon, Gordon Lloyd Trevor, B.A. (Camb.)
Knocker, Anthony Clive
Knowles, Kenneth Davenport, B.A. (Oxon)
Landman, Harold Eric
Lewis, John Alexander Kinglake Clayton
Lewis, John Jones
Lewis, William David Robert
Limbert, Norman Arthur
Liscombe, Frank Reginald
Lisle, Robert Ernest Bentham
Lock, Aubrey Duncan
Locker, George Pearsall
Lord, Reginald Stevens
Lumley, Herbert Lennox
McConnell, George
Mallam, Ross Ibbotson Dalton
Mason, Frederick John
Maud, William Monkman
Mellor, George Rupert, B.A. (Oxon)
Michelmore, Philip Hellard
Morgan, Oswald Lewis Pughe
Morris, Richard Medlicott
Morris, William George Wingate
Morton, James
Mulholland, William
Oakley, John Gretton
Osborne, Henry Macreth
Owen, Hugh Charles
Paterson, William Wilson
Peaty, Robert, B.A. (Oxon)
Phillips, Jenkin Lewis
Piercy, Edwin
Pooley, John Gurdon Turner
Preston, Stanley Augustus Richard
Prideaux, Robert Flemyng
Prout, Victor John
Raine, William Edward
Rashleigh, Edward Colman
Read, Percy Hamilton
Richardson, Bernard Hartley
Rigbey, Wellaston John
Riley, Alfred
Rivington, Henry Gibson, B.A. (Oxon)
Roberts, John Lyndsay
Roberts, Richard
Robinson, Francis George
Robinson, Robert Joseph
Rodgers, Stanley Wallen
Ruddle, Harold Selby
Sabben, James William
Sagar, Henry
Sanders, John Furse
Sanders, William Henry
Schmettau, Ernest Frederick
Scott, Ernest Baseley
Sherratt, Herbert Francis
Shuter, Arthur Elliott, B.A. (Camb.)
Sinclair, The Hon. George Arthur
Skinner, Thomas Arnold
Smart, James Pile
Smith, James Muir
Smith, Philip Gatty, B.A. (Oxon)
Smyth, Dacre Herbert
Snowdon, Cyril Henry
Starkie, Thomas Smith
Stubbs, Ivor Frederic Pattinson
Sudbury, John Linley
Tattersall, Harold
Tatton, Ernest John
Taylor, Arthur Ogden
Taylor, John
Taylor, Lawson
Taylor, William Arthur
Thomas, Griffith James Caradog
Thomas, Arthur Edmund Smith
Thomas, Thomas Price
Thompson, Clarence Watson Bloomer, B.A. (Camb.)
Thomson, Mark John
Thornton, Maxwell Ruthven
Titley, Edward Addison, B.A. (Camb.)
Tong, George Ernest
Trevor, Thomas Warren
Tuckey, Charles Sprot, M.A. (Oxon)
Tyssen, Geoffrey Amherst Daniel, B.A. (Oxon)
Upcher, Frank Russell, B.A. (Camb.)
Vinall, Lewis Glazebrook
Walmsley, James Percy
Ward, Frank Stanley
Welch, Henry John
Wheeldon, George
Whitehouse, Albert Bernard
Whitfield, Allan Bertrand
Whittington, Cecil Henry
Wiggins, Bernard Henry
Wilcocks, Edward Francis
Williams, Frederick John
Willison, Herbert
Winn, John
Woodall, Harry
Wooding, Russell Asquith

Final Examination.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 7th and 8th November, 1898:

Ainley, Joseph Crosland
Archer, Ronald Hedley
Ashling, Herbert
Bache, Thomas Foley
Baily, Gerard Gibson, LL B. (Camb.)
Bainbridge, Cuthbert, B.A., LL.B. (Camb.)
Baker, Harold Vining, B.A. (Oxon)
Baker, Thomas Ernest Alfred
Barr, George Edward
Barradale, Charles Geoffrey
Bate, Joseph Henry
Bedward, Frederick William
Best, Charles Edward
Blackbourn, Arthur Lambert
Blackburn, James
Boocock, William Ernest
Booth, William
Boult, Archibald Robert
Byfield, Bertram Dickinson
Campbell, Henry Charles
Canning, Arthur Lionel
Carrington, John Walter Townsend
Castle, Stanley Mason
Chilton, Claude Alan
Clark, Frederick Percival, B.A. (Lond.)
Clarke, James Francis
Clewer, George John
Cohen, Lionel
Cole, Sandford Darley
Collis, Frank
Davies, David Berrington Griffith
Day, Henry Langston
Deacon, Reginald William John Durand
Dixon, Ernest Thomas
Down, Francis Patton
Edalje, George Ernest Thompson
Elliott, Norman
Ellis, Arthur, B.A. (Oxon)
Evans, Ernest Robert
Eyles, John Hill
Fisher, Wilfred Harold
Ford, William Lowry
Foskett, Robert John
Garton, Frank Townsend, B.A. (Camb.)
Gepp, Nicolas Melvill
Gill, Robert Horwur
Grimes, Henry Wood Slingsby
Halsey, Walter Johnston, B.A. (Oxon)
Harlow, Jonathan
Harris, Harold Henry
Harris, Sydney Bartlett
Heath, William Frederick Steele
Hodge, John Henry
Hodgkinson, Francis Austin Langton
Holland, John
Hunt, Arthur Patrick William
Hunt, Frederick Giles
Ingram, Robert
Isaac, George Gower
Ivens, Alfred Hubert
Jackson, Walter Francis
Jacobs, Harry James
Jeffries, Herbert
Jenner, William Messenger
Jennings, David
Johnson, Frederick
Johnson, Herbert
Jonnson, John Labron
Jones, Frank Evelyn
Kinnersly, John, B.A. (Oxon)
Larkin, Thomas Henry
Lawrence, James Frederick Nathaniel, B.A. (Oxon)
Lazenby, Frederick George
Lees, Arthur
Llewellyn, Rupert Arthur
Loftos, James William Percy
Lowndes, Frederick William
Lynde, Humphrey de la
Maguire, Thomas Philip
Manly, Arthur Parry
Marshall, Charles Henry Derham, B.A. (Oxon)
Masser, Alfred Edward
Massingberd-Mundy, Godfrey Bertram, B.A. (Oxon)
Meadows, William
Mee, Harold James
Mercer, Gerald Charles
Midgley, John Metcalfe, B.A. (Oxon)
Minton, Francis, B.A. (Camb.)
Moore, Henry
Morton, William Henry
Mourilyan, Walter Edmund Irvine
Neville, John Herbert
Pain, Thomas
Panton, Douglas Sherren Frith
Parish, Morton Frederick
Parker, George Dearden
Parker, Thomas
Parkin, Leonard Maurice, B.A. (Durham)
Parrott, Walter Laurence
Parsons, Henry Francis Crane
Phillips, Herbert Septimus
Pickup, James Kershaw
Pontifex, Edmund Charles, B.A. (Oxon)
Pratt, Luther Henry, LL.B. (Lond.)
Raikes, Frederick Monro, B.A. (Oxon)
Rigbey, Gerard Smythe
Roberts, Charles Ernest
Robinson, Thomas Chambers, M.A. (Oxon)
Robinson, Vaughan Wickenden
Rowe, Frederick Adolphus George
Rowe, Reginald Mark
Rumbold, Anwer Thomas Law, B.A., LL.B. (Camb.)
Russell, Walter
Samble, Read
Saunders, Percy
Shipton, William John
Smith, James Lee
Smith, William Arthur
Stanton, Arthur William
Stavridi, John John
Stone, John Penn
Sugden, James William
Sully, Christopher William
Sutcliffe, Walter Francis
Syer, Arthur
Symes, Reginald Anthony Colmer
Tarr, Gilbert Cecil
Thompson, Henry Doudney, LL.B. (Lond.)
Toone, Frank Henry
Townshend, Brian Chambré, B.A. (Oxon)
Turnbull, Arthur
Tweed, Cyril Neville
Vincent, John
Wallington, Hubert Joseph
Warner, William Charles
Watts, Ralph Jackson
Webb, Walter Wilson
Weston, Robert Mortimer
Whiston, Arthur Norton
Whittaker, John Henry
Whittington, Robert Hugh
Wilcox, William Sidney Charles
Wild, John
Wilkins, Ernest William, B.A. (Camb.)
Williams, Stanley Parker
Williams, Sydney Edward
Wilmot, Charles Alexander
Wilmot, George Arthur
Wilson, Joseph Charles
Wincey, Charles Hastie
Zimmermann, Frederick Charles

MR. JUSTICE BRUCE ON THE ADMINISTRATION OF JUSTICE ON CIRCUIT.

(Special Report.)

An address upon the subject of "The Administration of Justice on Circuit" was delivered in the Library of the Inns of Court Mission, Drury-lane, to an assembly of working men, by Mr. Justice Bruce, on Friday evening, the 18th ult. His lordship was supported by Mr. H. J. Hope (hon. treasurer of the mission), Mr. Rutherford, Q.C., Mr. Bingley, and the Rev. H. G. D. Latham (warden).

Mr. Justice Bruce said that he did not intend to give so much a lecture as a short conversational sketch of the way in which justice is administered throughout the country. After briefly noticing the early history of assizes, he said it was necessary to provide some means by which justice should be administered in the country, and so the judges were sent into the country under a special commission, granted on each occasion under the great seal, the object being that justice might be brought to every man's door, and that the same judges should administer justice throughout the country. They did not sit as judges of the High Court, but under the special commission. Having described the division into circuits, he said that no judge went the same circuit twice in succession, the object being that he should

not make friends or become too familiar in a particular county. There were, however, some exceptions to this rule, such as at Lancaster, where, in view of the business, the judge went four circuits consecutively. Under the commission the judge was a justice of the peace of every county. Then there was the commission of *oyer and terminer*, and the commission of general gaol delivery, under which last the judge had the right of delivering to gaol and preventing persons being kept in prison unjustly. He had to inquire who were in gaol, and why, so that no one should be kept there unduly long or unless there was some charge against him. The position of the judge of assize was much higher than that of a judge of the High Court in London. He occupied the highest position possible to a subject, holding the position under the great seal. He was treated as the direct representative of the Queen. One of the first things he did on entering the town was to open the commission. He was received at the first circuit by the high sheriff, who, with the officers of the court, accompanied him into the court house. There the commission was openly read to shew that the judge had the authority of the Queen before proceeding with the assize. The sheriff, as the chief executive officer of the county, received the judges. The sheriff had the greatest right to do so, and it was to him that the Queen looked for the enforcement of the orders and judgments of the court. Before the prisoners were taken over by the Government the sheriff had charge of the prisoners, and each sheriff as he was appointed took over the bodies of the prisoners from the retiring sheriff, and he had the charge of them until their sentences were carried out, just as at present in the case of death sentences the sheriff was answerable; and when goods were to be levied upon the sheriff's officer had to see that this was done in accordance with the law. The sheriffs were appointed throughout the country on St. Martin's day, and each sheriff was considered during his year of office as the first gentleman in his county. He always received the judges, and generally in state, when he wore uniform or court dress. He came in his state carriage and four, and was accompanied by javelin men. In many counties the javelin men still wore the old dress of bygone days, and carried halberds, and the trumpeters were also dressed very handsomely. Then they proceeded to open the commission, after which they went to the judge's lodgings. In every assize town there was generally a house set aside for the lodgings of the judges, where they remained during the assizes, and where they exercised such hospitality as they were called upon to exercise in inviting the bar and other principal people, such as the mayor and sometimes the sheriff, to dine with them. The high sheriff having received the judges, and the commission having been opened, the next thing was for the judge to go to church. There was a state service to which he went in his robes, accompanied by the high sheriff, whose chaplain preached a sermon appropriate to the occasion, called the Assize sermon. When the judge went to a cathedral he went in full dress. He wore a dress which he did not wear at any other time. Over his ordinary cape and frock he wore a mantle which was exactly like the dress of the ancient English kings as they are to be seen upon the screen at York Minster. The judge was accompanied by his marshal, who took care of him, wrote his letters for him, and looked after his household affairs and the servants at the lodgings. There was also the judge's clerk, the butler, the cook, and the marshal'sman. The next thing the judge had to do was to read the depositions in the criminal assize. When a person was brought before the magistrates and committed for trial the evidence was taken down in writing in his presence and signed by the witnesses. This was returned by the magistrates and went to the judge, so that he was able to form a pretty good notion of the offence. The judge read these depositions before charging the grand jury, in order to know what directions he should give them. At a civil assize he had to read the pleadings, which were statements made by the plaintiffs and defendants. He read these as soon as he got to his lodgings. Then as to the grand jury. No man could be put upon his trial on a criminal charge unless at least twelve men found there was a *primâ facie* case against him. The grand jury in all but a very few exceptional cases must find a true bill against a man before he could be tried. The jury generally consisted of twenty-three men, it could not be more, but sometimes there were only twenty-one, and twelve of these at least must agree upon the matter. If the grand jury found there was no true bill the accused must be discharged. It was a remarkable tribunal. First of all, it was a secret tribunal, the only one in the country. It inquired privately, so that if no charge was found against the accused nothing was made public, and there was no slur upon his character. They were always directed by the judge that their function was to consider whether there was any case against the prisoner which justified his being put upon trial, and the jury either found a true bill, when he was tried, or threw out the bill, when he was at once set free. When a true bill was found the prisoner was brought into court and the indictment read over to him, and he had to plead "guilty, or not guilty." If he said "Guilty" there was nothing to try, but if "Not guilty" the inquiry as to his guilt or otherwise must be made in public, and before a jury. The jury process was a most important one in this country. A man was entitled to be tried by his fellows, his equals, and could not be tried by an official, however important, but the question of his guilt or innocence must depend upon twelve of his fellow-men. The greatest care was taken about providing a sufficient jury. A large number of jurymen were always summoned, although only twelve were required to try a prisoner. But the prisoner had great advantages in the way of challenging the jury. He had a right to say, "I object to the man," and the man had to stand aside. Generally speaking any objection made by the prisoner was attended to, whether it was with or without cause. The jury were drawn by lot, the panel was summoned by the sheriff, and the names and addresses were printed, so that the prisoner might see who were to try him. The names were taken by chance from a box, and the prisoner might object to as many as he pleased. The prisoner was told to make his objections before the jurymen were sworn, and the old form was used, as if he objected to any of them "he must do so before he comes to the book to be sworn." This was a relic of the times when Bibles were scarce, and a large copy was chained in a particular place in the court, each of the jurymen having to go up to it to be sworn. Nowadays, of course, the book went to the jurymen. The prisoner having pleaded "not guilty," the counsel for the prosecution stated his case and the facts he proposed to prove. The witnesses then gave their evidence, and the prisoner was asked in each case whether he wished to put any questions, or prisoner's counsel, if he was represented, might cross-examine each witness. When the case for the prosecution was finished the prisoner was called upon for his defence. Until quite recently a prisoner was not allowed to give evidence on his own behalf, lest by any mishap he might state things which were to his own disadvantage. The leaning of English law had been always strongly in favour of the accused person. The Criminal Evidence Act, under which the prisoner was able to give evidence, had now been in operation for some weeks, and, so far as could be judged, it was likely to work well. He thought it an advantage that a prisoner should be able to give evidence. The prisoner was not compelled to give evidence. He could, if he chose, simply address the jury and in his own way explain the facts. The jury, having heard the prisoner or his counsel, deliberated as to the verdict. In all questions of fact the jury were supreme, and no man could be convicted unless the jury found him guilty. The English law always greatly favoured the prisoner, differing in this respect from proceedings in some foreign courts of justice, and in this country a man was always considered to be innocent until he was proved to be guilty. The English judges always did their utmost to uphold this principle. It was often a matter of astonishment to foreigners how the judge favoured the prisoner and would not allow any presumption or suspicion to prejudice him—the case must be clearly proved against him. There was also the civil trial on circuit, the sittings at *nisi prius*. These words meant "unless first," and it was curious how they came to signify a civil trial. In olden days the fountain of justice was at Westminster in the three great courts—the Queen's Bench, Common Pleas, and Exchequer, and the ancient idea was that all cases were tried there unless something prevented. The old precept ran that the sheriff was to bring up the jury from the particular county in which a case had arisen to Westminster "unless first" the judge happened to come to that particular county—and he always did. But by putting in the words "unless first" the old theory was satisfied, and the words were still used. Next as to witnesses. According to the English system of jurisprudence the witness was always by preference examined in court. In some foreign countries witnesses were examined on affidavit, their written evidence was taken. But it was always better to watch the demeanour of a witness when giving evidence. Exceptions were made where a witness was ill or abroad, when his evidence might be taken in writing and read in court. In most civil cases the question in dispute was decided by juries, but this was not necessarily so, and the parties might agree to have their cause tried by the judge alone. But a very large number were tried by juries, who dealt with all questions of fact, the judge laying down rules as to law. The jury was an excellent tribunal. He did not think that anyone who had had a long experience of juries could doubt that on the whole where there was a conflict of testimony a jury was one of the very best tribunals one could have. He did not think it was ever possible certainly to arrive at the truth. There were difficulties in the administration of justice, owing to imperfections of testimony and untruthfulness of witnesses, which were insuperable. No human institution could be perfect, and it was quite impossible always to find out the truth; one could only do one's best. But upon the whole he believed there was no tribunal so likely to find out the truth as twelve men in the jury box. The jury must be unanimous, it would not do to have a majority. And although there was some inconveniences about this, he believed there was great safety in it. Because if there was a difference of opinion it rendered it necessary that there should be thorough discussion. If the verdict was allowed to be by a mere majority, probably hasty verdicts would be given, because if seven were allowed to decide the matter five would have to give way. Juries generally, he believed, arrived at a right conclusion, and knowing the verdict must be unanimous they were more likely to do so than any other tribunal. The bar went on circuit with the judge. They were a body of men with experience of the law. Taking, for example, the Northern circuit, the barristers went down to the assizes at Carlisle, Appleby, and so on. In an important place like Liverpool probably as many as a hundred barristers would be present at the assizes. So that prisoners and the suitors in the civil court could have the advantages of the services of counsel. There were generally on every large circuit men of great experience and ability. The leader of the great Northern circuit was generally the leader of the bar—a man of great distinction—and on every circuit there were men of great ability, who assisted in the administration of justice. They knew exactly the points to be raised, they were experienced in the trial of cases, and were accustomed to deal with witnesses, and would be more likely to assist the judge in finding out whether what a witness said was true or otherwise than any other body. They were a great strength to the judge in enabling him to decide points of law and to arrive at a right conclusion. A great deal of good fellowship existed, particularly in the old times, before the days of railways, amongst the members of the bar when the circuits lasted six or seven weeks. A body of men travelling together for five or six or seven weeks must necessarily become familiar with one another. They dined together every day. There was a bar mess in all the large circuits and the members of the bar continually met one another and kept on good terms with each other, and this assisted in enabling a

man to keep his temper when in court and preventing him from quarrelling with the counsel opposed to him. The good feeling among the members of the bar was one of the remarkable things of the profession. It would be remembered how astonished and disgusted Mr. Pickwick was when, after the famous trial of *Bardell* v. *Pickwick*, he saw the counsel who had defended him walking off arm-in-arm with the counsel on the opposite side. There were one or two stories which came to his memory. They were, perhaps, well known, but he would venture to repeat them. There was a very distinguished counsel, Tom Jones, Q.C., who was an extremely persistent advocate. He was sometimes rather lengthy in his address to the judge. He was upon one occasion arguing before the late Lord Chief Justice Cockburn, and, the learned judge thought, at undue length. So he observed to Mr. Jones, "Time is passing, Mr. Jones," to which Mr. Jones, who was a portly, stout man of somewhat imposing appearance, replied with dignity, "Let it pass, my lord." A story which he believed was true was told of two most distinguished men in the old days on the Northern circuit. One was Mr. Scarlett, who was afterwards Lord Abinger, and the other Mr. Brougham, afterwards Lord Brougham. They were very different men. Mr. Scarlett had the reputation of being the most successful advocate anyone remembered; his power of persuasion was unequalled. He was not a showy speaker, but was most successful. He was a rather stout man, and would get into a quiet conversation with the jury and would generally manage to persuade them that his client was in the right. He would tell the jury that his client was a poor injured man. He could not say much for him; but there was that clever Mr. Brougham on the other side, and if he only had his eloquence he was sure he could convince the jury that their verdict ought to be given in his favour. Mr. Brougham, by the way, was a dashing speaker. One day a man who had often served on the jury, and had heard both counsel speak upon many occasions, was asked which advocate he esteemed most highly. Apparently the man did not appreciate the quiet eloquence of Mr. Scarlett, for he at once answered, without the slightest hesitation, "Oh, Brougham, of course." "But," was the next question, "don't you think Scarlett generally gets the verdict?" "Oh," came the reply, "I think nothing of Scarlett. He's always on the right side."

During the evening the autograph of Her Majesty, an impression of the great seal, and a number of photographs illustrating scenes upon circuit were handed round for inspection, and at the conclusion of the address a discussion ensued in which the working men present took part. A vote of thanks to his lordship brought the proceedings to a close.

LEGAL NEWS.

OBITUARY.

Mr. James Perronet Aspinall, Q.C., one of the leaders of the Admiralty bar, died on the morning of the 29th of November, after a week's illness, at his town residence, 2, Cleveland-square. Mr. Aspinall was the eldest son of the late Mr. S. B. Aspinall, Q.C., Recorder of Liverpool, and was born in 1844. He was called to the bar at the Middle Temple in 1867, and joined the North-Eastern Circuit. He became a Bencher of his Inn in 1891, and took silk in the following year. He was also a Justice of the Peace for the county of Suffolk, and a member of the General Council of the Bar. Mr. Aspinall married in 1869 Emilie Agnes, daughter of the late Mr. G. H. Ullathorne. For many years Mr. Aspinall has edited the Maritime Law Cases. Owing to his unique knowledge of prize law he recently drew up a complete set of rules for the Government for use in the Prize Courts of the colonies and of this country.

APPOINTMENTS.

Mr. J. E. Gray Hill, solicitor, of the firm of Hill, Dickinson, Dickinson, & Hill, of Liverpool, has joined the Board of the Law Life Assurance Society.

Judge Baylis, Q.C., has been elected Treasurer of the Honourable Society of the Inner Temple for the ensuing year in succession to Mr. Inderwick, Q.C.

Mr. Mellor, Q.C., M.P., has been elected Master of the Library of the Inner Temple for the ensuing year in succession to Judge Baylis, Q.C.

Mr. Justice Lawrance has been appointed Master of the Library of Lincoln's-inn for the ensuing year in succession to Sir Andrew Scoble, Q.C., M.P.

Mr. F. A. Bosanquet, Q.C., has been elected Vice-Chairman of the Incorporated Council of Law Reporting for England and Wales, in succession to Mr. Crackanthorpe, Q.C., recently elected Chairman.

Mr. George Farwell, Q.C., has been appointed one of the representatives of the Hon. Society of Lincoln's-inn on the Incorporated Council of Law Reporting for England and Wales, in the place of Lord Davey, who recently resigned his membership of that body.

CHANGES IN PARTNERSHIPS, &c.

Dissolutions.

Walter Holroyd-Sergeant and Charles William Haigh, solicitors (W. Holroyd-Sergeant & Co.), Chiswell House, Finsbury-pavement, London. Nov. 9. The said business will be carried on by the said W. Holroyd-Sergeant alone.

William Henry Blaber and Henry Watson, solicitors, 12, Great Castle-street, Regent-street, London. Oct. 31. The practice will be continued at the above address by the above-named William Henry Blaber. [*Gazette*, Nov. 25.

GENERAL.

Mr. Justice Byrne will preside at the next concert (ladies' night) of the Legal Musical Society, which will take place at the Freemasons' Tavern on Friday, the 16th of December.

Lord Justice Vaughan Williams has signified his intention of being present at the Article Club dinner on the 7th of December, when Mr. Fletcher Moulton, Q.C., M.P., will open a debate on "Patent Laws and the Trading Community."

The third smoking concert of the Solicitors' Managing Clerks' Association will be given on Monday, the 5th of December, 1898, at 7.30, at the Holborn Restaurant (King's Hall), under the chairmanship of Mr. M. Kelleher (president). There will be a large number of vocalists, glees by the St. Alban's Glee Union, and recitations and other performances.

The treasurer and benchers of the Inner Temple will be "At Home" and give a smoking concert in the Inner Temple Hall to the members of the Inn on Friday evening, the 9th of December, at nine o'clock. Mr. Godfrey Holbeck's orchestra will be in attendance, as also will the choir of the Bar Musical Society.

In the course of the Maidstone Assizes Mr. Justice Hawkins, says the *Times*, animadverted on several occasions on the fact of persons being kept in prison for a long period before trial. Out of the twenty cases already disposed of four acquittals had taken place, in which the prisoners were respectively received into custody on the 4th, 5th, and 11th of July, and the 6th of September. To remedy this in some degree the learned judge was of opinion that, with certain limitations, the jurisdiction of quarter sessions might be enlarged so as to be able to deal with cases not requiring heavy punishments.

Though there is much discussion in Paris over the approaching admission of ladies to the bar, France, as a matter of fact, says the *St. James's Gazette*, is considerably behindhand in this latest form of enlightened feminine progress. Several other nations have anticipated her. New Zealand, Mexico, Chili, Finland, Japan, Sweden, Norway, and Switzerland already enjoy the advantages of feminine advocacy. But the Swiss lady barristers are hardly treated. They have to prove their "good reputation," to pay a deposit of £120, to possess a certificate of proper capacity, and to obtain the permission of their husbands when they are married. And when the thing is carried in France, this last condition will no doubt be found advisable. Yet even when a married barmaid (if that be the feminine of barrister) is restrained by her lord and master from appearing, she will make certain of at least one case by pleading for her liberty before the Higher Tribunals.

At the Mansion House police-court on Tuesday James Dunlop Mitchell attended before the Lord Mayor on a summons at the instance of the Incorporated Law Society, charging him with falsely pretending to be qualified to act as a solicitor. He pleaded "Guilty." Mr. Humphreys, solicitor, who appeared for the society, said that a Mr. J. D. Hush was a subscriber to the International Letter Bureau, and having, as was alleged, broken a rule, he got into a dispute with the manager. On the 25th of October the latter received a letter from J. D. Mitchell, of 8, Crutched Friars, stating that his client, Mr. Hush, had placed the matter before him, and, in the event of the manager's carrying out his threat of suspending his privileges and failing to implement the contract, he should, without further notice, institute proceedings against him in the High Court and prefer a claim of damages. The solicitor to the bureau called at the address given and saw the defendant, who said Mr. Mitchell was in Scotland. To the remark that the bureau presumed he was a solicitor, he said they could presume what they liked. When before the court the defendant regretted the interpretation placed upon the latter, and the inconvenience and annoyance it had occasioned. The Lord Mayor fined him £10 and £3 3s. costs, with the alternative of six weeks' imprisonment.

At the Liverpool Assizes on Tuesday, says the *Times*, Mr. Justice Phillimore, in charging the grand jury, referred to the Criminal Evidence Act and the Habitual Drunkards Act. With regard to the first, it might be interesting that he should recall what up to this date had been his experience, and, as far as he could gather—for he had had some correspondence with other judges—the experience of the whole of the other judges in the administration of the Act. So far one danger which some people foresaw did not seem to have presented itself at the assizes. There might be cases—and it was right that there should be cases—in which a man's own evidence would, so to speak, hang him; but as far hitherto as the Act had been administered, in no one case had a man been convicted by reason of his own evidence. On the other hand, the Act had certainly led to the acquittal of more than one person who otherwise would have been convicted. A plausible tale told by a clever rascal might, however, perhaps not often, but sometimes, mislead a jury; and it would be the duty of common juries to be on their guard against being taken in by such cases. Under the other Act, which did not come into operation until the first day of next year, any person who was accused of any crime—probably it would generally apply to crimes of violence—might have attached to the indictment a further charge that that person was an habitual drunkard, and after conviction of the prisoner on the original charge—for the Act only applied when there had been a conviction—the petty jury would be directed to inquire whether the prisoner was or was not an habitual drunkard. On such a finding by the jury the prisoner, in addition to a term of imprisonment,

might be sent to a certified inebriate home for a period extending in some cases to three years. It would be possible in such cases to treat crime as largely due to drink, and, while giving a prisoner a proper term of imprisonment, to send him to the curative treatment of a home, thereby probably rendering him or her a more valuable member of society in future. Liverpool had a bad reputation for crime and drink; but all over the country crime was largely due to drink, and he trusted that in all cases where drink was found to be an important factor in crime the Act would be put in force with very beneficial results.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice NORTH.	Mr. Justice STIRLING.
Monday, Dec. 5	Mr. Pemberton	Mr. Farmer	Mr. King
Tuesday 6	Jackson	Greswell	Church
Wednesday 7	Pemberton	Farmer	King
Thursday 8	Jackson	Greswell	Church
Friday 9	Pemberton	Farmer	King
Saturday 10	Jackson	Greswell	Church

Date.	Mr. Justice KEKEWICH.	Mr. Justice ROMER.	Mr. Justice BYRNE.
Monday, Dec. 5	Mr. Beal	Mr. Carrington	Mr. Leach
Tuesday 6	Pugh	Lavie	Godfrey
Wednesday 7	Beal	Carrington	Leach
Thursday 8	Pugh	Lavie	Godfrey
Friday 9	Beal	Carrington	Leach
Saturday 10	Pugh	Lavie	Godfrey

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

Dec. 6.—Messrs. DERENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2, Leasehold Properties in the City of London (Devonshire-street, Bishopsgate, immediately opposite Liverpool-street, and within a few minutes' walk of the Bank and Royal Exchange), producing over £600 per annum. Solicitor, T. G. Bullen, Esq., London. (See advertisement, Nov. 26, p. 3.)

Dec. 6.—Messrs. ELLIS & SON, at the Mart, at 2, Leasehold Office Property, situate in Abchurch-lane, the centre of the Money Market, between King William-street and Cannon-street; let at £515 per annum. Solicitors, Messrs. Surr, Gribble, & Oliver, London. (See advertisement, Nov. 26, p. 70.)

Dec. 6.—Mr. ALFRED RICHARDS, at the Mart, at 2, in Lots, £187,500 of Ordinary Stock of the Gas Light and Coke Co. (See advertisement, Nov. 26, p. 3.)

Dec. 7.—Messrs. DOUGLAS YOUNG & Co., at the Mart, at 2, Leasehold Premises (with possession), known as Edison House, Northumberland-avenue, Charing Cross, facing the entrance to the Hotel Metropole, and overlooking the Victoria Embankment; the rent is computed at £1,250 per annum. Solicitors, Messrs. Riddell, Vaizey, & Smith, and Messrs. Fladgate & Co., both of London. (See advertisement, Nov. 26, p. 3.)

Dec. 8.—Messrs. BEADEL, WOOD, & Co., at the Mart, at 1, in 121 Lots, a second portion of the Estates of the late William Angerstein, Esq., comprising Freehold Ground-rents amounting to £1,480 18s. per annum, secured upon about 260 Residences, Villas, Terrace Houses, and Shops, situate at Blackheath, Westcombe Park, and Woolwich-road, with the valuable Reversions to the rack-rents on the expiration of the existing leases, in from 27 to 82 years. Solicitor, W. T. Hartcup, Esq., Norwich. (See advertisement, Nov. 26, p. 70.)

Dec. 8.—Mr. LEOPOLD FARMER, at the Mart, at 2, Freehold Ground-rents, amounting to £1,025 in two collections, secured on two blocks of Residential Mansions, and producing from actual and moderately estimated rentals £5,000. Solicitor, S. T. Kingston, Esq., London. (See advertisement, this week, p. 3.)

RESULT OF SALE.

At the Sale by Auction, at the Mart, E.C., on Thursday last, Messrs. H. E. FOSTER & CRANFIELD sold various Lots, consisting of Reversions and Life Policies. The sale realized £7,350.

		£
REVERSIONS:		
Absolute to £159 Bass, Ratcliff, & Gretton £5 per Cent. Cumulative Preference Stock; life 69	Sold	360
Absolute to £800; life 61	"	115
To One-third of £20,000; life 56	"	2,500
LIFE POLICIES:		
For £200; life 67	"	150
For £1,000; life 62	"	550
For £1,000; same life	"	590
For £1,000; same life	"	535
For £200; life 68	"	100
For £100; life 60	"	100
For £1,000; life 42	"	850
For £10,000; life 40	"	1,500

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, NOV. 25.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

DUNALLAN GOLD MINES, LIMITED—Creditors are required, on or before Dec 31, to send in their names and addresses, and the particulars of their debts or claims, to Frederick William Phipp, 1, Princes mansions, Victoria st

EASTERN COUNTIES COAL BORING AND DEVELOPMENT ASSOCIATION, LIMITED—Creditors are required, on or before Dec 24, to send their names and addresses, and the particulars of their debts or claims, to Mr George Frederick Mansell, 15A, High st, Colchester. Josselyn & Sons, Ipswich, solors for liquidators

HAMSTREET VILLAGE HALL CO, LIMITED—Creditors are required, on or before Dec 21, to send their names and addresses, and the particulars of their debts or claims, to Arthur Thomas Butler, Warehorne, Kent. Hallett & Co, Ashford, solors to liquidator

INTERNATIONAL STEAM TRAWLING CO, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to George Doughty, Henry Morris, Thomas Edwin Fisher, and Herbert Crabtree, Fish Docks, Grimsby. Hill & Co, solors to liquidators

NORTH AND EAST YORKSHIRE CONSERVATIVE NEWSPAPER AND PRINTING CO, LIMITED—Creditors are required, on or before Jan 7, to send their names and addresses, and the particulars of their debts or claims, to Thomas Henry Barron, 1, Minster gates, York. Jones, York, solor for the liquidator

NORTH-EASTERN STEAM FISHING CO, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to George Doughty, Henry Morris, Thomas Edwin Fisher, and Herbert Crabtree, Fish Docks, Grimsby. Hill & Co, solors to liquidators

PRIX FIXES, LIMITED—Creditors are required, on or before Jan 7, to send their names and addresses, and particulars of their debts or claims, to Septimus Staton, 64, Fountain st, Manchester. Jones, Manchester, solor for liquidator

ROCKINGHAM BRASS FOUNDRY, LIMITED—Creditors are required, on or before Jan 7, to send their names and addresses, and the particulars of their debts or claims, to Norris Henry Deakin, 21, Fargate, Sheffield

SELUKWE CONSOLIDATED, LIMITED (RHODESIA) (IN LIQUIDATION)—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Edward Charles Nicholls, 18, Walbrook. Burn & Berridge, 11, Old Broad st, solors to liquidator

WATTS & MALCOLM, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 5, to send their names and addresses, and the particulars of their debts or claims, to Ernest Layton Bennett, 55 and 56, Bishopsgate st Within. Burn & Berridge, 11, Old Broad st, solors to liquidator

London Gazette.—TUESDAY, NOV. 29.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

APOSTOLOFF AUTOMATIC TELEPHONE PARENT SYNDICATE, LIMITED—By an order dated Nov 9, it was ordered that the voluntary winding up of the company be continued. White & De Buriatte, 38, Holborn viaduct, petners and solors

D. NICHOLSON & CO, LIMITED—Creditors are required, on or before Dec 5, to send their names and addresses, and the particulars of their debts or claims, to Charles Eli Kerbey, 23, Holmewood rd, Brixton hill

EDWARDS SHIPBUILDING CO, LIMITED—Creditors are required, on or before Dec 15, to send their names and addresses, and particulars of their debts or claims, to Colin Gardner and Isaac John Swan, c/o Lietch & Co, Maritime bldgs, King st, Newcastle on Tyne, solors for liquidators

HYDRAULIC SEAMLESS PRESSING CO, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Charles Arthur Goodall, Black Bull st, Hunslet rd, Leeds. Walter & E. H. Foster, Leeds, solors for liquidator

JOSEPH HANDLEY, LIMITED (2, Milnrow rd, Rochdale, Plumbers, &c.)—Creditors are required, on or before Jan 9, to send their names and addresses, and the particulars of their debts or claims, to William Crowther Redman, 95, Drake st, Rochdale. Ripley, Rochdale, solor to liquidator

LONDON STAMPING CO, LIMITED—Petn for winding up, presented Nov 25, directed to be heard on Dec 7. Ward & Co, 85, Gracechurch st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 6

PATENT "BARB" BOTTLE STOPPER SYNDICATE, LIMITED—Creditors are required, on or before Jan 16, to send their names and addresses, and the particulars of their debts or claims, to William Alexander Holm, 17, Laurence Pountney lane. Matthews, 9, Bush lane, solor for liquidator

STEEL SAILING SHIP "HOLLINWOOD" CO, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Anthony Robert Marshall, 13, Castle st, Liverpool

WHITTON PARK ESTATE CO, LIMITED—Petn for winding up, presented Nov 9, directed to be heard on Dec 7. Mellor & Co, 1, Moorgate pl, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 6

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, NOV. 1.

WHITESIDE, HENRY, Rylett rd, Shepherd's Bush, Baker Dec 5 Kerr v Whiteside, North, J Rawlings & Butt, Walbrook

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, NOV. 18.

ADAMSON, The Rev EDWARD HUSSEY, Heworth, Durham, MA Dec 16 Mather & Dickinson, Newcastle on Tyne

ALLEN, GEORGE BAUGH, Albert terrace, Regent's park Dec 31 Hores & Co, Lincoln's inn fields

BARNES, THOMAS KAY, Carlisle, Cumberland Dec 1 Jackson, Carlisle

BAWTREE, EDWARD WILLIAM, Mistley Hall, Essex, Doctor Dec 21 Stevens & Co, Witham

BEARD, EMMA SARAH, Great Coggeshall, Essex Dec 21 Stevens & Co, Witham

BECK, CHARLES HENRY, Handsworth, Staffs Dec 20 Johnsons & Co, Birmingham

BLAKE, HARRIET, Burnsall, York Feb 20 Weatherhead & Knowles, Bingley

BOND, WILLIAM PORTER, Tottenham Dec 19 G & W Webb, New Broad st

BOWEN, WILLIAM, Astley, Worcester, Farmer Dec 21 Watson, Stourport

BOYLE, JOHN MACKINTOSH, Heaton Chapel, Lancs, Yarn Salesman Dec 23 Oldham, Stockport

BRIGGS, MARY, Mirfield Dec 19 Peace, Dewsbury

BUCHANAN, ANDREW YUILLE, Regent's park, Wharfinger Dec 10 Powell & Burt, St Swithin's lane

BUTLER, FRANCES ALICIA, Bristol Dec 23 Strickland & Co, Bristol

BUTLER, MATTHEW CHARLES, Gravesend Dec 13 Sharland & Hatten, Gravesend

CHRISTY, RICHARD, Emsworth, Hants Dec 25 Murray & Co, Birchin lane

COOPER, ELIZA, Leamington Dec 15 Lee & Russell, Birmingham

COSSER, SOPHIA AUGUSTA LEROUX, Titchfield, Hants Dec 24 Bridgman & Willcocks, College hill

COWLES, ANNE, Forest Gate, Essex Jan 18 Harrison & Burton, Liverpool

COX, THOMAS, Exmouth Dec 15 Vine, Exmouth

DAWSON, ELIZABETH, York Dec 24 Denham, Leeds

DOWLE, THOMAS, Ifton, Monmouth Nov 30 Morgan & Co, Chepstow

FANSHAWE, HENRY RICHARDSON, High Holborn, Licensed Victualler Dec 24 Nash & Co, Queen st

FROST, HARRY, Wratting, Cambridge, Colonel Jan 14 Eaden & Spearing, Cambridge

GARRAD, ISAAC BEARDWELL, Lexden, Essex, Innkeeper Nov 28 Howard & Co, Colchester
GOYER, ANNA MARIA, Poplar Jan 1 Rivington & Son, Fenchurch bldgs
GREENFIELD, SARAH, Dudley, Worcester Dec 10 Hooper & Fairbairn, Dudley
HINDLEY, ROSE HILL, Lancaster, Colliery Proprietor Dec 31 *Darlington & Sons, Wigan
HARLOW, WILLIAM NEWBOLD, Knutsford, Cheshire, Fish Dealer Jan 31 Diggles & Ogden, Manchester
HARRIS, FREDERICK AUGUSTUS, Silver st, Wood st, Warehouseman Dec 31 Croft & Mortimer, Coleman st
HASTINGS, EDWARD RIDLEY, Harrow on the Hill Dec 31 Cooper & Norgate, East Dereham
HEWITT, MARY ANN, Sunningdale, Berks Dec 1 Hogan & Hughes, Martin's lane
HILL, FREDERICK, Mason's yard, Duke st, St James, Builder Dec 16 Lister, Thavies inn
HOMEWOOD, JOHN, Eastbourne Feb 1 Stapley, Eastbourne
INSKIP, SARAH, Cheltenham Dec 20 Mallory, Cheltenham
KNOX, WILLIAM, Old Kent rd, Auctioneer Jan 1 Ley & Co, Carey st
LIGHTFOOT, JOHN, Southport Dec 10 Redfern & Co, Manchester
MADDISON, ELIZABETH, Newcastle upon Tyne Nov 28 Philipson & Turnbull, Newcastle upon Tyne
MALLABY, HARRIET, Leeds Dec 27 Scatcherd & Co, Leeds
MARSH, WILLIAM, Rugby Dec 14 H Granger Prior, Rugby
MASTERS, THOMAS, Churchill, Somerset Dec 31 Frederick Wood, Wrington
MATTHEWS, WILLIAM HENRY, Stoke Newington road, Belt Manufacturer Jan 1 Russel & Russell, Coleman street
PAICE, HENRY, Bishop's Waltham, Grocer Dec 25 Gunner & Renny, Bishop's Waltham
PAINE, MARY SOMERTON, Tiverton, Devon Dec 31 Partridge & Cockram, Tiverton
PEACH, JANE BRACKENBURY, Billinghay, Lincoln Jan 6 Peake & Co, Sleaford
PEARCEY, JOHN, Broadhembury, Devon, Farmer Dec 31 Every, Honiton
PEEK, Sir HENRY WILLIAM, Rousden, Devon Jan 17 Johnsons & Co, New sq
PERRY, WILLIAM HENRY, Weymouth Dec 17 Steggall & Co, Weymouth
PIERCY, SARAH, Pickering, York Dec 21 E J & A Peters, York
PURVIS, HENRY JOHN, New London st, Ship Broker Dec 31 Warmington & Co, Budge row
RAWLINSON, WILLIAM CECIL WELSH, Northampton Dec 17 Jackson, Farnham
ROWE, BENJAMIN, Plympton St Mary, Devon Dec 18 Woolcombe & Son, Plymouth
SAUNDERS, HENRY, Brighton Dec 12 Saunders, Croydon
SMITH, GEORGE, Old Sodbury, Gloucester, Farmer Dec 19 Trenfield, Chipping Sodbury
STUBBS, ELIZA, Stone, Stafford Dec 21 Birch, Stone
STURGE, EDWARD, Charlbury, Oxford Dec 31 Sturge, Bristol
URMSTON, Colonel HENRY BRABAZON, Maidstone Jan 1 Stephens & Urmston, Maidstone
WALL, ALFRED JOHN, Hastings Jan 1 Carter & Bell, Idol lane, Eastcheap
WESTCOTT, JANE HICKS, Bristol Dec 31 Sturge, Bristol
WALLEY, HENRY, Blackburn, Fish Merchant Dec 15 Platts, Blackburn
WIGHT, JAMES FORD, Birmingham, Postmaster Dec 16 Weekes & Co, Birmingham

London Gazette.—TUESDAY, Nov. 22.

BADGER, ELIZABETH ANN, Westbourne Park Dec 18 Petch & Smurthwaite, Bedford row
BARKER, SARAH LYDIA, Havering Vicarage, nr Romford Jan 1 Ingle & Co, Threadneedle st
BARNES, THOMAS, Runcorn, Chester Jan 4 Burton, Runcorn
BATES, CHARLES, Wallsend, Northumberland Dec 31 Dickinson & Co, Newcastle upon Tyne
BLIZARD, ELIZABETH CAROLINE, Camden rd Dec 16 Helder & Co, Verulam bldgs
BRAY, JOHN, St Austell, Corawall, Wine Merchant Dec 15 Coode & Co, St Austell
BROOKE, JOSEPH, Mirfield, York Jan 5 Chadwick & Sons, Dewsbury
BULLEN, EDWARD UTTERMARE, Brick court, Temple, Barrister Dec 5 Parkes Ayers & Kent, Gray's inn place
BURT, FANNY HENRIETTA, Brighton Jan 1 Saxton & Morgan, Somerset st
CARLYLE, ROBERT, Levenshulme, Lancs, Builder Dec 30 Edwd Heath & Co, Manchester
CARTER, ALFRED, Halifax, Woolstapler Dec 31 Bell, Sowerby Bridge
CARTWRIGHT, ELIZABETH, Handsworth Dec 24 Saunders & Co, Birmingham
COOK, EDWARD JAMES, Lewisham, Cook Dec 31 Spencer & Arnold, Greenwich
CRAFTS, ROBERT, Bournemouth Jan 3 Bartlett, Gresham House
CRISP, THOMAS, Kempsey, Worcester Dec 31 Sanders, Bromsgrove
CUNLIFFE, THOMAS POTTER, Manchester Jan 4 Cunliffes & Greg, Manchester
DAY, JOHN, Lincoln, Innkeeper Dec 17 Andrew & Trotter, Lincoln
DE GUMUCIO, JUAN MANUEL, West Hampstead Dec 19 Williams, Spring gdns
DIXON, ELEANOR, Rothbury, Northumberland Dec 12 Brett, Morpeth
DERING, EVA ROSALIE, Goudhurst, Kent Dec 31 Batten & Co, Great George st
EDMUNDS, MARY ANN, Kingsland, Hereford Dec 20 Gosling, Leominster
ELLIOT, FRANCES, Queen Charlton, Somerset Jan 31 Merriman & Co, King's Bench walk
FOSTER, MARY ANNE, Cheetham, Manchester Jan 2 Chorlton & Co, Manchester
GARDNER, ALICE, Handsworth Dec 12 Wright & Hassalls, Leamington
GEE, WILLIAM, Nottingham, Warehouseman Dec 19 Manning, Nottingham
GREENALL, ROBERT, Rainsford, nr St Helen's, Lancs Jan 10 Ansdell & Eccles, St Helen's
GUEST, EDWARD, Kingswinford, Stafford Dec 19 Hinds, Stourbridge
HARDING, JOHN, Walworth rd, Oilman Jan 1 Tilling, Bishopsgate
HEAD, MARY ANN, Greenhithe, Kent Dec 31 Sharland & Hatten, Gravesend
HEWITT, JOHN, Worstead, Norfolk Dec 26 Goodchild, Norwich
HEWITT, PHŒBE, Worstead, Norfolk Dec 26 Goodchild, Norwich
JONES, RICHARD, Great Malvern Jan 10 Makinson & Co, Manchester
LAYLAND, SARAH, Liverpool Dec 13 Teebay & Lynch, Liverpool
MILFORD, GEORGE HOLLAND, Stoke next Guildford Dec 19 Petch & Smurthwaite, Bedford row
MORISON, JOHN WILLIAM, Sandgate, Queensland Dec 19 Blyth & Co, Old Broad st
NICHOLLS, FRANCIS, Old Jewry chmbrs, Chartered Accountant Dec 31 Piesse & Son, Old Jewry chmbrs
OWEN, JANE, Liverpool Jan 4 Lloyd, Liverpool
PARMETER, WALLACE HUME, Bletchley, Bucks, Livery Stable Keeper Dec 28 Galpin, Oxford
PATESHALL, WILLIAM, Kimbolton, Hereford Dec 20 Gosling, Leominster
PETCHER, WILLIAM, Shackerstone, Leicester, Baker Dec 15 Loseby, Market Bosworth, nr Nuneaton
PICKWORTH, CELIA ANN, Streatham Dec 19 E & J Mote, South sq, Gray's inn
PLAYFORD, MARIAN, St Leonard's on Sea Dec 31 Batten & Co, Great George st
PURNEY, HENRY, Kilburn, Commercial Traveller Jan 1 Saxton & Morgan, Somerset st, Portman sq
RANICAR, JAMES, Westleigh, Lancs, Clogger Oct 19 Dootson, Leigh
RICHINGS, JOHN, Wotton under Edge, Gloucester Dec 1 Chanter & Co, Wotton under Edge
SHIRT, RUTH, Hurst, nr Ashton under Lyne Dec 12 Richards & Hurst, Ashton under Lyne
SPICER, MARY ANNE, Waltham Abbey, Essex Jan 3 Francis & Johnson, Austin Friars
STEINMETZ, ELLEN, Poplar Dec 31 Miles, King st
TALBOT, Col the Hon Sir WELLINGTON PATRICK MANVERS CHETWYND, South Kensington Dec 31 Lawrence & Co, New sq
TEMPLE JAMES WILLIAM, Leyswood, Sussex, Shipowner Jan 10 Ince & Co, Fenchurch st
VANN, JOSEPH, Yardley, Worcester Dec 31 Cottrell & Son, Birmingham
VARTY, ELIZABETH, Ousby, Cumberland Dec 30 Arnison & Co, Penrith
WAKE, JOHN DAVIS, Wandsworth, Steamship Agent Dec 22 Collier & Carver, Manchester

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Nov. 25.

RECEIVING ORDERS.

ASPINALL, JOHN W, Manchester Manchester Pet Nov 5 Ord Nov 23
BARNETT, JOSEPH, Mile End rd High Court Pet Sept 24 Ord Nov 21
BEDFORD, STEPHEN, Far Headingley, Leeds Leeds Pet Nov 21 Ord Nov 21
CARR, JOHN EDWARD CHARLES, Manchester, Designer Manchester Pet Nov 23 Ord Nov 23
CARTER, GEORGE EDWARD, Derby, Pianoforte Tuner Derby Pet Nov 22 Ord Nov 22
CLEGG, SENIOR, Marsh, Huddersfield Huddersfield Pet Nov 22 Ord Nov 22
COOPER, B LEE, St James's pl High Court Pet Sept 13 Ord Nov 22
CREAGH, WILLIAM JAMES, Roman rd, Old Ford High Court Pet Nov 4 Ord Nov 22
CURREN, ANDREW, Leeds, Boot Manufacturer Leeds Pet Nov 21 Ord Nov 21
DARBY, EDWARD, Southport, Stock Broker Liverpool Pet Nov 5 Ord Nov 23
DAVIS, JOHN HENRY, Fladbury, Worcester, Grocer Worcester Pet Nov 21 Ord Nov 21
DE MELVEN, GEORGE WILLIAM, Kentish Town, Licensed Victualler High Court Pet Nov 22 Ord Nov 23
DYMOND, ROBERT, Bideford, Devon, Bootmaker Barnstaple Pet Nov 11 Ord Nov 22
ETHERINGTON, THOMAS EDWARD, North Ormesby, York, Grocer Stockton on Tees Pet Nov 19 Ord Nov 19
FRAY, JAMES, Ashton upon Mersey, Chester, Townsman Manchester Pet Nov 21 Ord Nov 21
GRAHAM, JAMES, Newcastle on Tyne, Grocer Newcastle on Tyne Pet Nov 22 Ord Nov 22
HAWKSLEY, MATHEW DANIEL, Bulwell, Nottingham, Grocer Nottingham Pet Nov 23 Ord Nov 23
HENDERSON, MARY, and ALFRED BALLINGER, Bowness on Windermere, Westmoreland, Tobacconists Kendal Pet Nov 23 Ord Nov 23
HERBERT, FRANK, Anerley, Surrey, Artist Croydon Pet Nov 22 Ord Nov 22
INNS, CHARLES GRIFFITHS, Hereford, Tailor Hereford Pet Nov 21 Ord Nov 21
JOHN, WILLIAM, Llanbradach, Glam, Boot Dealer Pontypridd Pet Nov 22 Ord Nov 22
JONES, EVAN, Llanengan, Carnarvons, Farmer Portmadoc Pet Nov 21 Ord Nov 21
JONES, JOHN, Llanengan, Carnarvons, Farmer Portmadoc Pet Nov 21 Ord Nov 21
JONES, WILLIAM WILLIAM, Bethesda, Grocer Bangor Pet Nov 23 Ord Nov 23
LEWTON, CHARLES ORLANDO, Cardiff, Baker Cardiff Pet Nov 21 Ord Nov 21
MCINTOSH, WILLIAM, Chatham, Market Gardener Rochester Pet Nov 23 Ord Nov 23
MILLS, SIDNEY JOSEPH, Wordsley, Stafford, Terra Cotta Maker Stourbridge Pet Nov 21 Ord Nov 21
MOAT, RICHARD, Penge, Builder Croydon Pet Nov 22 Ord Nov 22
NASH, HENRY JAMES, Bournemouth, Bootmaker Poole Pet Nov 21 Ord Nov 21
NICHOLLS, JOHN SAYER, Llanbadarnfawr, Licensed Victualler Aberystwith Pet Nov 22 Ord Nov 22
PRICKETT, JOHN ALFRED, Birmingham, Tailor Birmingham Pet Nov 4 Ord Nov 21
ROBINSON, FRANK, Halifax, Tram Driver Halifax Pet Nov 22 Ord Nov 22
ROBINSON, RICHARD, Leeds, Fruit Salesman Leeds Pet Nov 19 Ord Nov 19
SAVAGE, J H, Enfield, Builder Edmonton Pet Oct 26 Ord Nov 21
SMITH, PETER, Epping, Essex, Ironfounder's Workman Edmonton Pet Nov 21 Ord Nov 21
SOLOMONS, ISRAEL, Hope st, Old Montague st, Milk Contractor High Court Pet Oct 24 Ord Nov 17
SPENCER, WILLIAM, Rushden, Plumber Northampton Pet Nov 22 Ord Nov 22
STOCK, EMMELINE, Swindon Swindon Pet Nov 23 Ord Nov 23
THOMSON, GEORGE ALEXANDER, Tonbridge, Kent Tunbridge Wells Pet Oct 8 Ord Nov 23
WIDGERY, FRANK ALFRED, Bristol, Confectioner Bristol Pet Nov 21 Ord Nov 21
WHITEHOUSE, HARRY PLEON, Euston sq, Music Hall Artist High Court Pet Nov 23 Ord Nov 23
WIGGETT, WILLIAM, Cheltenham, Agent Cheltenham Pet Nov 21 Ord Nov 21
WORTON, ISHMAEL, Wolverhampton, Horse Dealer Stourbridge Pet Nov 21 Ord Nov 21

FIRST MEETINGS.

ACFORD, LOUISA JANE, Cadoxton juxta Barry, Glam, Butcher Dec 6 at 11 Off Rec, 29, Queen st, Cardiff
ARMSTRONG, THOMAS LITTLE, Workington, Travelling Draper Dec 12 at 3 Court house, Cockermouth
ARTHUR, FREDERICK JAMES, Cerne Abbas, Dorset, Schoolmaster Dec 2 at 12.30 Off Rec, Endless st, Salisbury
AYERS, DAVID, Cwmcarn, nr Abercarn, Boot Manufacturer Dec 3 at 12 Off Rec, Westgate chmbrs, Newport, Mon
BARNETT, JOSEPH, Mile End rd Dec 2 at 2.30 Bankruptcy bldgs, Carey st
BELLINGHAM, ARTHUR, Holbeck, Leeds, Sweet Commission Agent Dec 7 at 11.15 Off Rec, 22, Park row, Leeds
BROWN, JANE, Bedale, Yorks, Innkeeper Dec 12 at 11.30 Court house, Northallerton
CAPE, WILLIAM, Leeds, Restaurant Proprietor Dec 5 at 12 Off Rec, 22, Park row, Leeds
DAVIDSON, JAMES, Pondicherry Farm, nr Rothbury, Farmer Dec 7 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
DAVIS, JOHN HENRY, Fladbury, Worcester, Baker Dec 5 at 10.45 Off Rec, 45, Copenhagen st, Worcester
EASTON, GEORGE, Hirst, Morpeth, Grocer Dec 7 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
FRAY, JAMES, Ashton upon Mersey, Townsman Dec 2 at 2.30 Off Rec, Byrom st, Manchester
FEITELSON, JULIUS, Old Compton st, Jeweller Dec 2 at 11 Bankruptcy bldgs, Carey st
FERRIER, JOSEPH, South Shields, Tailor Dec 7 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
FIRESTON, HARRY FREDERICK, Thorpedale rd, General Dealer Dec 2 at 3 Off Rec, 24, Railway app, London Bridge
GODFREY, HENRY, Calcott, Somerset, Farmer Dec 5 at 10.45 W H Tamlyn, High st, Bridgwater
HEPTINSTALL, JANE, Wakefield, Grocer Dec 2 at 11 Off Rec, 6, Bond terrace, Wakefield
HEWITT, BASIL OVERTON, Boxmoor, Hertford, Commercial Traveller Dec 5 at 3 Off Rec, 95, Temple chambers, Temple avenue

HOND, MAURICE, Poplar, Picture Frame Maker Dec 2 at 2.30 Bankruptcy bldgs, Carey st

HUTT, JOHN HEYWOOD, Manchester Dec 7 at 3 Off Rec, Byrom st, Manchester

JAMES, FREDERICK, New Brompton, Kent, Compositor Dec 19 at 12 115, High st, Rochester

JOWETT, HERBERT THOMAS, Southwick, Sunderland Dec 2 at 4 Off Rec, 25, John st, Sunderland

KAY, SAMUEL WALTON, Butlers Marston, Warwick Dec 3 at 2 Red Horse Hotel, Stratford on Avon

LOMAS, THOMAS, Blitterlees, Cumberland, Farmer Dec 13 at 3 Off Rec, 34, Fisher st, Carlisle

LOVELL, SAMUEL, Manor Park Dec 2 at 11 Bankruptcy bldgs, Carey st

MAWSON, FREDERICK, Gateshead, Durham, Mat Merchant Dec 5 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne

MOLL, JAMES WALTER, Gorleston, Norfolk, General Shopkeeper Dec 3 at 12.30 Off Rec, 8, King st, Norwich

MONK, HYMAN, Finsbury, Furrier Dec 2 at 12 Bankruptcy bldgs, Carey st

OSBORN, WILLIAM, Didsbury, Lancs, Boot Maker Dec 2 at 11 Off Rec, County chmbrs, Market pl, Stockport

PRICE, THOMAS, Merthyr Tydfil Dec 2 at 12 135, High st, Merthyr Tydfil

ROBERTSON, LOUISA ADA, Clapham Dec 2 at 12 24, Railway app, London bridge

ROBINSON, FRANK, Halifax, Tram Driver Dec 6 at 11 Off Rec, Townhall chmbrs, Halifax

ROSSITER, EDWARD, Barnes Dec 5 at 12.30 24, Railway app, London bridge

ROWLANDS, EDWARD, St Dogmael's, Pembroke, Builder Dec 6 at 11.30 Off Rec, 29, Queen st, Cardiff

SANDERS, THOMAS VICTOR, Upper Lambourne, Berks, Trainer of Racehorses Dec 2 at 12 Queen's Hotel, Reading

SHELTON, FREDERICK, Wollaston, Wholesale Boot Manufacturer Dec 5 at 12.30 Off Rec, County Court bldgs, Sheep st, Northampton

STANDEN, DAVID JAMES, and THOMAS STANDEN, Forest Hill, Builders Dec 5 at 11.30 24, Railway app, London bridge

STOREY, THORNTON, Leeds, Grocer Dec 5 at 11 Off Rec, 22, Park row, Leeds

TATE, JOHN, Richmond, Yorks, Hawker Dec 12 at 11.30 Court house, Northallerton

TAYLOR, HENRY, Watton, Norfolk, Photographer Dec 3 at 12 Off Rec, 8, King st, Norwich

THOMAS, RICHARD, Penzance, Builder Dec 6 at 12 Off Rec, Boscawen st, Truro

WALLIS, JOSEPH, Chesham, Bucks, Builder Dec 5 at 10.30 George Hotel, Aylesbury

WATERFIELD, MATTHEW, Billingborough, Lincoln, Blacksmith Dec 16 at 11.45 Law Courts, New rd, Peterborough

WALTERS, THOMAS, Neath, Builder Dec 2 at 12.30 Off Rec, 31, Alexandra rd, Swansea

WEBB, ELI EDGAR, Romford, Harness Maker Dec 6 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

WICKENS, WILLIAM MANISTER, Maidenhead, Carman Dec 2 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

WILKS, SAM, Burmantofts, Leeds, Sugar Boiler Dec 7 at 11 Off Rec, 22, Park row, Leeds

WILLIAMS, ALFRED, Swansea, Carpenter Dec 2 at 12 Off Rec, 31, Alexandra rd, Swansea

WOODHEAD, JOHN HEMINGWAY, Newcastle on Tyne, Builder Dec 5 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

Amended notice substituted for that published in the London Gazette of Nov. 22:

JONES, DAVID, Kirkdale, Liverpool, Wholesale Butcher Nov 30 at 2 Off Rec, 35, Victoria st, Liverpool

ADJUDICATIONS.

ALLWOOD, ALFRED JAMES, Bristol, Baker Bristol Pet Nov 17 Ord Nov 21

ANNETT, JOHN, Liverpool, Provision Dealer Liverpool Pet Oct 27 Ord Nov 21

BEDFORD, STEPHEN, Far Headingley, Leeds Leeds Pet Nov 21 Ord Nov 21

BLAKE, WILLIAM, Glyntaff, Hebron, Carmarthens, Farmer High Court Pet Sept 26 Ord Nov 21

CAMERON, THOMAS BROUGH, Abchurch la High Court Pet July 25 Ord Nov 22

CARR, JOHN EDWARD CHARLES, Manchester, Designer Manchester Pet Nov 23 Ord Nov 23

CARTER, GEORGE EDWARD, Derby, Pianoforte Tuner Derby Pet Nov 22 Ord Nov 22

CLEGG, SENIOR, Huddersfield Huddersfield Pet Nov 22 Ord Nov 22

CRANE, CHARLES, Ibstock, Leicester, Builder Leicester Pet Nov 4 Ord Nov 19

CURRIN, ANDREW, Leeds, Boot Manufacturer Leeds Pet Nov 21 Ord Nov 21

DAVIS, JOHN HENRY, Fladbury, Worcesters, Grocer Worcester Pet Nov 21 Ord Nov 21

DE MELVEN, GEORGE WILLIAM, Kentish Town, Licensed Victualler High Court Pet Nov 22 Ord Nov 22

EASTON, GEORGE, Hirst, nr Morpeth, Grocer, Newcastle upon Tyne Pet Nov 12 Ord Nov 21

ENSOR, HARRY RAINFORD, Grimsby, Grocer's Assistant Boston Pet Oct 17 Ord Nov 21

ETHERINGTON, THOMAS EDWARD, North Ormesby, York, Grocer Stockton on Tees Pet Nov 19 Ord Nov 19

FRAY, JAMES, Ashton upon Mersey, Townsman Manchester Pet Nov 21 Ord Nov 21

FEITELSON, JULIUS, Old Compton st, Jeweller High Court Pet Nov 1 Ord Nov 21

GODFREY, HENRY, Catcott, Somerset, Farmer Bridgwater Pet Oct 5 Ord Nov 21

GRAHAM, JAMES, Newcastle on Tyne, Grocer Newcastle on Tyne Pet Nov 22 Ord Nov 22

HAWKSLEY, MATHEW DANIEL, Bulwell, Notts, Grocer Nottingham Pet Nov 23 Ord Nov 23

HAY, JOHN FRASER, Manchester, Auctioneer Manchester Pet Oct 24 Ord Nov 22

HENDERSON, MARY, and ALFRED BALLINGER, Bowness on Windermere, Tobacconists Kendal Pet Nov 23 Ord Nov 23

HEWITT, BASIL OVERTON, Boxmoor, Hertford, Commercial Traveller St Albans Pet Nov 16 Ord Nov 22

HUGHES, WILLIAM, Festiniog, Merioneth, Quarry Rockman Portmadoc Pet Nov 14 Ord Nov 22

INNS, CHARLES GRIFFITHS, Hereford, Tailor Hereford Pet Nov 21 Ord Nov 21

JOHN, WILLIAM, Llanbradach, Glam, Boot Dealer Pontypridd Pet Nov 22 Ord Nov 22

JOHNSON, SAMUEL, Barnsley, Yorks, Commercial Traveller Barnsley Pet Sept 19 Ord Nov 22

JONES, EVAN, Llanengan, Farmer Portmadoc Pet Nov 21 Ord Nov 21

JONES, JOHN, Llanengan, Farmer Portmadoc Pet Nov 21 Ord Nov 21

JONES, WILLIAM WILLIAM, Bethesda, Grocer Bangor Pet Nov 23 Ord Nov 23

KANE, LUCY, Penarth, nr Cardiff Cardiff Pet July 30 Ord Nov 21

KAY, SAMUEL WALTON, Butlers Marston, Warwick Banbury Pet Nov 11 Ord Nov 21

MCINTOSH, WILLIAM, Chatham, Market Gardener Rochester Pet Nov 23 Ord Nov 23

MILLS, SYDNEY JOSEPH, Wordsley, Staffs, Terra Cotta Maker Stourbridge Pet Nov 21 Ord Nov 21

NASH, HENRY JAMES, Bournemouth, Bootmaker Poole Pet Nov 21 Ord Nov 21

NICHOLS, CHARLES HILLYARD, Leicester, Grocer Leicester Pet Oct 31 Ord Nov 22

NICHOLLS, JOHN SAYER, Llanbadarnfawr, Licensed Victualler Aberystwith Pet Nov 22 Ord Nov 22

ODY, RODERICK LIVINGSTONE, Bristol, Oil and Colour Man Bristol Pet Nov 4 Ord Nov 21

PHILPOT, JANE MAUDE MCCURDY, Bedford Bedford Pet Oct 25 Ord Nov 21

ROBERTS, DANIEL, Liscard, Chester, Merchant Liverpool Pet Oct 18 Ord Nov 22

ROBERTSON, LOUISA ADA, Clapham Wandsworth Pet Oct 12 Ord Nov 22

ROBINSON, FRANK, Halifax, Tram driver Halifax Pet Nov 22 Ord Nov 22

ROBINSON, RICHARD, Leeds, Fruit Salesman Leeds Pet Nov 19 Ord Nov 19

ROWLANDS, EDWARD, St Dogmael's, Pembroke, Builder Cardiff Pet Oct 4 Ord Nov 23

SMITH, PETER, Epping, Essex, Ironfounder's Workman Edmonton Pet Nov 21 Ord Nov 21

SPENCER, WILLIAM, Rushden, Plumber Northampton Pet Pet Nov 22 Ord Nov 22

STICKLAND, JAMES THOMPSON, Hampstead, Pianoforte Maker High Court Pet Sept 9 Ord Nov 22

STOCK, EMMELINE, Swindon, Wilts Swindon Pet Nov 23 Ord Nov 23

TEMPLEMAN, THOMAS LOVIBOND, Slough, Bucks, Engineer Windsor Pet Sept 30 Ord Nov 19

WHENMAN, FREDERICK EDWARD HEDWORTH, Kingston on Thames, Builder Kingston, Surrey Pet Nov 18 Ord Nov 22

WIDGERY, FRANK ALFRED, Bristol, Confectioner Bristol Pet Nov 21 Ord Nov 21

WIGGETT, WILLIAM, Cheltenham, Agent Cheltenham Pet Nov 21 Ord Nov 21

WORTON, ISHMAEL, Wolverhampton, Horse Dealer Stourbridge Pet Nov 21 Ord Nov 21

Amended notice substituted for that published in the London Gazette of Nov 22:

SHARP, EDWARD, Salford, Furniture Dealer Manchester Pet Nov 17 Ord Nov 17

ADJUDICATIONS ANNULLED.

KIRKBY, ALFRED HENRY, Bedale, Yorks, Excise Officer Northallerton Adjud Nov 18 Annul Nov 19

EDWARDS, HENRY, Bexley Heath, Kent, Gent Rochester Adjud Oct 29, 1891 Annul Nov 8, 1898

London Gazette.—TUESDAY, Nov. 29.

RECEIVING ORDERS.

BARBEAU, JOSEPHINA MARIA CHRISTINA ADELAIDE, Sway, nr Lymington Southampton Pet Oct 22 Ord Nov 23

BARWELL, WILLIAM BROWNE, Garrick st, Charing Cross High Court Pet April 25 Ord Oct 25

BRIGGS, FREDERICK WILLIAM, Clapham, Cycle Dealer Wandsworth Pet Oct 24 Ord Nov 24

BROWN, THOMAS, Warkworth, Northumberland, Innkeeper Newcastle on Tyne Pet Nov 26 Ord Nov 26

CHORLTON, CHARLES AUGUSTINE, Liverpool, General Merchant Liverpool Pet Nov 25 Ord Nov 25

COLE, CHARLES SHIRLEY, Twickenham Brentford Pet Jan 12 Ord March 22

CONOLLY, JAMES GURNEY, Lowestoft, Grocer Gt Yarmouth Pet Nov 25 Ord Nov 25

COOK, HARRY, Langcliffe, nr Settle, Yorks, Police Constable Bradford Pet Nov 25 Ord Nov 25

DARBY, GEORGE FRANCIS, Luton, Straw Hat Blocker Luton Pet Nov 24 Ord Nov 24

DULIEU, WILLIAM, Walthamstow, Grocer High Court Pet Oct 28 Ord Nov 25

EAGLE, WILLIAM, Lincoln, Butcher Lincoln Pet Nov 24 Ord Nov 24

ELLESMERE, JAMES, West Norwood, Grocer High Court Pet Nov 5 Ord Nov 23

FARNELL, FRANK, Birmingham Birmingham Pet Nov 25 Pet Nov 25

FATHERS, GEORGE EDWARD, Bedford, Builder Bedford Pet Nov 26 Ord Nov 26

FLENTGE, VICTOR, Gravesend, Clerk Rochester Pet Nov 23 Ord Nov 24

FOXWELL, EDWIN JOHN, and ARTHUR CLEMENT FOXWELL, Macclesfield, Clothiers Leicester Pet Nov 24 Ord Nov 24

GRIFFITH, OWEN, Llanengan, Farmer Portmadoc Pet Nov 24 Ord Nov 24

GRIFFITHS, THOMAS, Pontypridd, Grocer Pontypridd Pet Nov 24 Ord Nov 24

GWESENER, SOLOMON, Treharris, Glam, Furniture Dealer Merthyr Tydfil Pet Nov 23 Ord Nov 23

HAGUE, WILLIAM, Rotherham, York, Cycle Manufacturer Sheffield Pet Nov 24 Ord Nov 24

HARFIELD, ALBERT EDWARD ALEXANDRA, Bognor, Sussex, Builder Brighton Pet Nov 26 Ord Nov 26

HESELWOOD, JOHN, Middlesborough, Provision Dealer Stockton on Tees Pet Nov 23 Ord Nov 23

HILL, ROWLAND, Ripponden, nr Halifax, Plumber Halifax Pet Nov 24 Ord Nov 24

HUSTWAIT, WILLIAM PARSONS, Rushden, Tailor Northampton Pet Nov 25 Ord Nov 25

JONES, GRIFFITH, Llanengan, Labourer Portmadoc Pet Nov 24 Ord Nov 24

JONES, HERBERT HUGH, Bradford on Avon, Grocer Bath Pet Nov 15 Ord Nov 24

KENDRICK, FRANK SPENCER, Birmingham, Carver Birmingham Pet Nov 24 Ord Nov 24

KING, THOMAS, Hammersmith, Laundryman High Court Pet Nov 8 Ord Nov 23

LEWIN, SAMUEL, Leicester, Waggonette Driver Leicester Pet Nov 25 Ord Nov 25

LUKE, JOHN, Penzance, Builder Truro Pet Nov 26 Ord Nov 26

MACLAREN, MINNIE ANNIE, Hadley, Barnet, Court Dressmaker Barnet Pet Nov 23 Ord Nov 23

MANGHAM, CHARLES, Colne, Lancs, Saddler Burnley Pet Nov 25, Ord Nov 25

O'DONNELL, JOHN, Blackburn, Labourer Blackburn Pet Nov 25 Ord Nov 25

PARTRIDGE, JOHN CROKER, Kensington, Wine Merchant High Court Pet Sept 22 Ord Nov 23

REVETT, EDWARD STEPHEN, Old Jewry High Court Pet Nov 1 Ord Nov 23

RIDEHALGH, JOHN WILLIAM, Waterfoot, nr Manchester Coachman Rochdale Pet Nov 24 Ord Nov 24

SAFE, EDWARD JAMES, Salisbury, Wilts, Coal Dealer Salisbury Pet Nov 25 Ord Nov 25

SAKS, HARRIS, Liverpool, Draper Liverpool Pet Nov 19 Ord Nov 24

SAULT, ALFRED, Shepshed, Leicester, Builder Leicester Pet Nov 26 Ord Nov 26

SIMS, AUBREY B, Wandsworth High Court Pet Oct 21 Ord Nov 24

SOLOMONS, LEWIS, Knightrider st, Fur Merchant High Court Pet Nov 15 Ord Nov 24

STUFFEL, LEWIS, Pontycymmer, Glam, House Furnisher Cardiff Pet Nov 11 Ord Nov 23

TAYLOR, JAMES, Northam, Southampton, Shipwright Southampton Pet Nov 26 Ord Nov 26

TUCKER, WILLIAM GEORGE, Fulham, Clerk High Court Pet Nov 24 Ord Nov 24

WALKER, JAMES, Treharris, Glam, Collier Merthyr Tydfil Pet Nov 23 Ord Nov 23

WALTON, WILLIAM, Barnsley, Yorks, Tailor's Cutter Barnsley Pet Nov 25 Ord Nov 25

WILLIAMS, ALFRED, Broadstairs, Kent, Waterworks Inspector Canterbury Pet Nov 25 Ord Nov 25

WILSON, CORNELIUS, Chedworth Lanes, nr Northleach, Glos, Farmer Cheltenham Pet Nov 26 Ord Nov 26

Amended notice substituted for that published in the London Gazette of Nov 25:

CARR, JOHN EDWARD CHARLES, Longsight, Manchester, Designer Manchester Pet Nov 23 Ord Nov 23

ORDER RESCINDING RECEIVING ORDER.

CARVER, WILLIAM EDWARD, Clive rd, Dulwich, Lieut-Col Manchester Regiment High Court Ord Oct 27 Rese Nov 25

FIRST MEETINGS.

BARBEAU, JOSEPHINA MARIA CHRISTINA ADELAIDE, Sway, nr Lymington Dec 9 at 3.30 Off Rec, 172, High st, Southampton

BEDFORD, STEPHEN, Far Headingley, Leeds Dec 8 at 12 Off Rec, 22, Park row, Leeds

BENNETT, FREDERICK HENRY, Watford, Wine Merchant Dec 7 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

BLATHERWICK, JOHN ALFRED, New Lenton, Nottingham, Baker Dec 6 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

BOOTHBY, EDWIN, St Anne's on the Sea, Oil Dealer Dec 9 at 3 Off Rec, 14, Chapel st, Preston

CAKEBREAD, SAMUEL ARTHUR, Hammersmith, Laundryman Dec 7 at 12 Bankruptcy bldgs, Carey st

COOPER, B LEE, St James's place Dec 8 at 12 Bankruptcy bldgs, Carey st

CREAGH, WILLIAM JAMES, Roman rd, Old Ford Dec 6 at 2.30 Bankruptcy bldgs, Carey st

CUNNINGHAM, OWEN THOMAS, Hempnall, Norfolk, Butcher Dec 16 at 10.30 Off Rec, 36, Princes st, Ipswich

CURREN, ANDREW, Leeds, Boot Manufacturer Dec 8 at 11 Off Rec, 22, Park row, Leeds

DARBY, EDWARD, Southport, Stock Broker Dec 7 at 12 Off Rec, 35, Victoria st, Liverpool

DE MELVEN, GEORGE WILLIAM, Kentish Town, Licensed Victualler Dec 6 at 11 Bankruptcy bldgs, Carey st

DYMOND, ROBERT, Bideford, Devon, Bootmaker Dec 6 at 2 King's Arms Hotel, Barnstaple

EAGLE, WILLIAM, Lincoln, Butcher Dec 6 at 12 Off Rec, 31, Silver st, Lincoln

EDKINS, WILLIAM CATTERALL, Bedditch, Tailor Dec 8 at 11 174, Corporation st, Birmingham

ELLESMERE, JAMES, West Norwood, Grocer Dec 8 at 2.30 Bankruptcy bldgs, Carey st

FIELDSEND, ROBERT CHARLES, Huddersfield, General Dealer Dec 6 at 12 Off Rec, 19, John William st, Huddersfield

FLENTGE, VICTOR, Gravesend, Clerk Dec 19 at 11.30 115, High st, Rochester

FOXWELL, EDWIN JOHN, and ARTHUR CLEMENT FOXWELL, Macclesfield, Clothiers Dec 6 at 12.30 Off Rec, 1, Berridge st, Leicester

FREEMAN, JOSEPH, Huddersfield, Watch Repairer Dec 7 at 12 Off Rec, 19, John William st, Huddersfield

GERMAN, LEWIS, jun, Britonferry, Glam, Cycle Agent Dec 9 at 12 Off Rec, 31, Alexandra rd, Swansea

GOUGH, THOMAS, Stepney Dec 6 at 11 Bankruptcy bldgs, Carey st

HAWES, F SUTTON, New Barnet Dec 9 at 3 Off Rec, 95, Temple chmbrs, Temple av

HAY, JOHN FRASER, Manchester, Auctioneer Dec 7 at 2.30 Off Rec, Byrom st, Manchester

HILL, ROWLAND, Ripponden, nr Halifax, Plumber Dec 10 at 11 Off Rec, Townhall chambers, Halifax

KRAUSE, CARL FRITZ, Commercial st, Commercial Traveller Dec 6 at 2.30 Bankruptcy bldgs, Carey st
LEWTAS, GEORGE, Blackpool, Draper Dec 9 at 2.30 Off Rec, 14, Chapel st, Preston
LEWTON, CHARLES ORLANDO, Cardiff, Grocer Dec 8 at 11 Off Rec, 29, Queen st, Cardiff
MCINTOSH, WILLIAM, Chatham, Market Gardener Dec 19 at 11 115, High st, Rochester
MENDELSSOHN, MAX, Camden Town Dec 6 at 12 Bankruptcy bldgs, Carey st
PEEL, ROBERT EDWARD, Healington, Yorks, Master Mariner Dec 9 at 12 Bankruptcy bldgs, Carey st
SMITH, JOHN JAMES, Scarborough, Grocer Dec 7 at 11.30 Off Rec, 74, Newborough, Scarborough
SMITH, PETER, Epping, Essex, Ironfounder's Workman Dec 7 at 12 Off Rec, 95, Temple chmbrs, Temple av
SMITH, ROBERT, Blackburn, Grocer Dec 14 at 1 County Court house, Blackburn
SOLOMONS, ISRAEL, Hope st, Old Montague st, Milk Contractor Dec 8 at 11 Bankruptcy bldgs, Carey st
SOLOMONS, LEWIS, Knightrider st, Fur Merchant Dec 12 at 12 Bankruptcy bldgs, Carey st
SULLY, J, Bethnal Green Dec 8 at 12 Bankruptcy bldgs, Carey st
THOMAS, CECILE, Regent st Dec 7 at 12 Bankruptcy bldgs, Carey st
WALKER, JAMES, Treharris, Glam, Collier Dec 6 at 12 135, High st, Merthyr Tydfil
WALL, CHARLES, Bloxwich, Boat Loader Dec 7 at 11.30 Off Rec, Walsall
WENNMAN, FREDERICK EDWARD HEDWORTH, Kingston on Thames, Builder Dec 9 at 12.30 24, Railway app, London bridge
WHITE, GEORGE, West Kensington Dec 7 at 2.30 Bankruptcy bldgs, Carey st
WHITE, MARIA ANNIE, Gravelly Hill, Warwick, School Proprietress Dec 7 at 11 174, Corporation st, Birmingham

Amended notice substituted for that published in the London Gazette of Nov 25:

SWIFT, MARK WILLIAM, Halton, nr Leeds, Butcher Dec 6 at 11 Off Rec, 22, Park row, Leeds

ADJUDICATIONS.

BENNETT, FREDERICK HENRY, Watford, Wine Merchant St Albans Pet Sept 19 Ord Nov 23
BENNETT, PERCY MCKAY, Clifton, Bristol, Clerk Bristol Pet Nov 17 Ord Nov 24
BROWN, THOMAS, Warkworth, Northumberland, Innkeeper Newcastle on Tyne Pet Nov 26 Ord Nov 26
CAKEBREAD, SAMUEL ARTHUR, Hammersmith, Laundryman High Court Pet Nov 8 Ord Nov 28
CHORLTON, CHARLES AUGUSTINE, Liverpool, General Merchant Liverpool Pet Nov 25 Ord Nov 26
CONOLLY, JAMES GURNEY, Lowestoft, Grocer Gt Yarmouth Pet Nov 25 Ord Nov 25
COOK, HARRY, Langcliffe, nr Settle, Yorks, Police Constable Bradford Pet Nov 25 Ord Nov 25
CREAGH, WILLIAM JAMES, Roman rd, Old Ford, Licensed Victualler High Court Pet Nov 4 Ord Nov 26
DYMOND, ROBERT, Bideford, Devons, Bootmaker Barnstaple Pet Nov 11 Ord Nov 25
EAGLE, WILLIAM, Lincoln, Butcher Lincoln Pet Nov 24 Ord Nov 24
ELLESMERE, JAMES, West Norwood, Grocer High Court Pet Nov 5 Ord Nov 26
FARNELL, FRANK, Birmingham Birmingham Pet Nov 25 Ord Nov 25
FATHERS, GEORGE EDWARD, Bedford, Builder Bedford Pet Nov 26 Ord Nov 26
GRIFFITH, OWEN, Llanengan, Farmer Portmadoc Pet Nov 24 Ord Nov 24
GRIFFITH, THOMAS, Pontypridd Grocer Pontypridd Pet Nov 24 Ord Nov 24
GEWSENER, SOLOMON, Treharris, Furniture Dealer Merthyr Tydfil Pet Nov 23 Ord Nov 23
HAGUE, WILLIAM, Rotherham, York, Cycle Manufacturer Sheffield Pet Nov 24 Ord Nov 24
HESELWOOD, JOHN, Middlesborough, Provision Dealer Stockton on Tees Pet Nov 23 Ord Nov 23
HILL, ROWLAND, Ripponden, nr Halifax, Plumber Halifax Pet Nov 24 Ord Nov 24
HUSTWAIT, WILLIAM PARSONS, Rushden, Tailor Northampton Pet Nov 25 Ord Nov 25
JONES, GRIFFITH, Llanengan, Labourer Portmadoc Pet Nov 24 Ord Nov 24
LEWIN, SAMUEL, Leicester, Waggonette Driver Leicester Pet Nov 25 Ord Nov 25
LUKE, JOHN, Penzance, Builder Truro Pet Nov 26 Ord Nov 26
MOSE, HYMAN, Christopher st, Finsbury, Furrier High Court Pet Nov 15 Ord Nov 26
MURRELL, SAMUEL, James st, Builder High Court Pet Aug 11 Ord Nov 26
NORTHCOTT, WILLIAM, Exeter, Coachsmith Exeter Pet Nov 7 Ord Nov 24
O'BRYEN, BASIL JOHN HEWITT, Oxford st High Court Pet Oct 24 Ord Nov 23
O'DONNELL, JOHN, Blackburn, Outdoor Labourer Blackburn Pet Nov 25 Ord Nov 25
REA, MARY SARAH, Stroud Green High Court Pet Sept 27 Ord Nov 26
RIDEHALGH, JOHN WILLIAM, Waterfoot, nr Manchester Coachman Rochdale Pet Nov 24 Ord Nov 24
SAFE, EDWARD JAMES, Salisbury, Wilts, Coal Dealer Salisbury Pet Nov 25 Ord Nov 26
SOLOMONS, ISRAEL, Hope st, Old Montague st, Milk Contractor High Court Pet Oct 24 Ord Nov 26
STUPPEL, LEWIS, Pontycymmer, House Furnisher Cardiff Pet Nov 11 Ord Nov 26
TAYLOR, JAMES, Northam, Southampton, Shipwright Southampton Pet Nov 26 Ord Nov 26
TUCKER, WILLIAM GEORGE, Fulham, Clerk High Court Pet Nov 24 Ord Nov 24
WALKER, JAMES, Treharris, Collier Merthyr Tydfil Pet Nov 23 Ord Nov 23
WALTON, WILLIAM, Barnsley, Yorks, Tailor's Cutter Barnsley Pet Nov 25 Ord Nov 25
WILLIAMS, ALFRED, Broadstairs, Kent, Waterworks Inspector Canterbury Pet Nov 25 Ord Nov 25
WILSON, CORNELIUS, Chadworth Lanes, nr Northleach, Glos, Farmer Cheltenham Pet Nov 26 Ord Nov 26
WOLLASTON, JOHN HAMMOND, Hucknall Torkard, Notts, Solicitor Nottingham Pet Sept 30 Ord Nov 26

Amended notice substituted for that published in the London Gazette of Nov 25:

CARR, JOHN EDWARD CHARLES, Longsight, Manchester, Designer Manchester Pet Nov 23 Ord Nov 23

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AVENUE.

THIS EVENING, at 8.30, LORD AND LADY ALGY: Mr. Charles Hawtrey, Messrs. Eric Lewis, William Elton, Lyston Lyle, Frederick Volpé, W. Draycott, E. H. Kelly, A. F. Matthews, Henry Ford, H. Stephenson, and Arthur Williams; Mesdames Fannie Ward, Charles Calvert, Sterling, Gain, and Miss Compton. At 8.0, CONSTANCY.

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THIS EVENING, at 7.45, THE GREAT RUBY: Mrs. John Wood, Mrs. Raleigh, Misses Bella Pateman, Hoffman, Lilian Menelley, Mary Brough; Messrs. Robert Pateman, R. Loraine, J. B. Gordon, Dawson Milward, C. M. Lowne, G. R. Foss.

DUKE OF YORK'S.

THIS EVENING, at 8.45, THE ADVENTURE OF LADY URSULA: Mesdames Evelyn Millard, Agnes Miller, Florence Haydon; Messrs. Herbert Waring, Charles Fulton, Percy Lyndal, George Raiemond, Cosmo Stuart, Sam Sothern, J. C. Buckstone, Albert E. Raynor, J. W. Macdonald, John W. Laurence, Frank Collins, F. Lake. Preceded, at 8.0, by RED ROSES.

HER MAJESTY'S.

THIS EVENING, at 8.15, THE MUSKETEERS: Mr. Tree, Mr. Franklyn McLeay, Mr. Louis Calvert, Mr. Herbert Ross, Mr. Frank Mills, Mr. Gerald du Maurier, Mr. Charles G. Allan, Mr. Alfred Brydone, Mr. Lewis Waller; Mrs. Tree, Miss Mabel Love, Miss Alice Kingsley, Miss Mona Harrison, Miss Lily Hanbury.

LYRIC.

TO-DAY, at 2.30 and 8.15, LITTLE MISS NOBODY: Messrs. Yorke Stephens, Lionel Brough, Fredk. Eastman, Ernest Hendrie, Cairns James, Frank Lacy, and L. Mackinder; Mesdames Gracie Leigh, Maria Davis, Helen Leyton, D. Powell, Lydia West, Dora Dent, J. Yeoland, and Kate Cutler.

SHAFTESBURY.

THIS EVENING, at 8.0, THE BELLE OF NEW YORK: Harry Davenport, Geo. A. Schiller, Geo. Fortescue, James E. Sullivan, Frank Lawton, F. Lincoln, W. Gould, W. P. Carlton, Lionel Lawrence, Leslie Stiles; Misses Edna May, Helen Dupont, Ella Snyder, Helen Whiting, Phyllis Rankin, and Mdlle. Proto.

STRAND.

THIS EVENING, at 9.0, WHAT HAPPENED TO JONES: Mr. Charles Arnold, Mr. E. M. Robson, Mr. Herbert Sleath, Mr. Edward Sass, Mr. F. Grove, Mr. F. W. Leonard; Mesdames Dot Frederic, Emma Gwynne, Mary Allestree, Daisy Atherton, Dolores Drummond, Evelyn Weeden, Ada Lee. At 8.20, JERRY AND A SUNBEAM.

VAUDEVILLE.

THIS EVENING, at 9.0, ON AND OFF: Messrs. George Giddens, Paul Arthur, William Wyes, Harry Cane, George Arliss, J. L. Mackay; Mesdames Elliott Page, Elsie Chester, Lucie Milner, Robertha Erskine, Marie Yorke, Evelyn Harrison, Lilias N. Earle. Preceded, at 8.0 by A BAD PENNY.

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